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Regulations

TITLE 7—AGRICULTURE

Chapter III—Bureau of Entomology and Plant Quarantine

[B.E.P.Q. 532, Supp. 1]

PART 352—TREATMENT OF RESTRICTED OR PROHIBITED PLANTS OR PLANT PRODUCTS TEMPORARILY IN THE UNITED STATES

SHIPMENT OF MEXICAN ORANGES AND GRAPEFRUIT IN BOND THROUGH THE UNITED STATES

The eastern boundary of the zone through which refrigerator cars containing Mexican grapefruit and oranges may move in transit through the United States to Canada is now modified without increase of pest risk to permit of alternate routings for shipments of Mexican oranges from Laredo, Tex. Subparagraph 10 of § 352.9 (a) is therefore amended to read as follows, effective November 23, 1943:

§ 252.9 *Administrative instructions; oranges and grapefruit from Mexico in transit to foreign countries via the United States—(a) Entry via ports on the Mexican border* * * *

(10) *Authorized bonded rail movement.* All shipments shall move in refrigerator cars of United States or Canadian ownership by direct, authorized rail routing in bond under customs seal without diversion from the port of entry to the port of exit as follows:

Fruit entered at Nogales or Naco, Ariz., is limited to direct eastward rail routing to El Paso, Tex., after which it and all other approved fruit shall pass through the territory bounded on the west by a line drawn from El Paso, Tex., to Salt Lake City, Utah, and Portland, Oreg., and on the east by a line drawn from Laredo, Tex., through Robstown, Tex., to Memphis, Tenn., on to Louisville, Ky., and due east therefrom, such territory to include railroad routes from Laredo to Robstown and direct northward routes therefrom. Movement for return to Mexico is limited to direct eastward rail routing for export through border ports

between and including Nogales and El Paso.

(Sec. 5, 37 Stat. 316; 7 U.S.C. 159; 7 CFR §§ 352.1 to 352.8)

Done at Washington, D. C., this 12th day of November 1943.

P. N. ARMAND,
Chief.

[F.R. Doc. 43-18903; Filed, November 23, 1943; 10:19 a. m.]

Chapter XI—War Food Administration (Distribution Orders)

[FDO 75-1, Partial Suspension]

PART 1410—LIVESTOCK AND MEATS

SLAUGHTERERS

Pursuant to the authority vested in me under the provisions of Food Distribution Order No. 75, as amended (8 F.R. 11119, 14508, 15683, 15772), it is hereby ordered as follows:

The provisions of § 1410.17, (b) (g) (h) (i) (j) (k) and (l) of Director Food Distribution Order No. 75-1, as amended (8 F.R. 11327, 12121) issued on August 12, 1943, are temporarily suspended until further order of the Director.

This order shall become effective at 12:01 a. m., e. v. t., November 23, 1943.

With respect to violations, rights accrued, liabilities incurred, or appeals taken under Director Food Distribution Order No. 75-1, as amended, prior to the effective date of this order, all provisions of Director Food Distribution Order No. 75-1, as amended, in effect prior to this order shall be deemed in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, or liability.

E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783, FDO 75, 8 F.R. 11119, 14508, 15683, 15772)

Issued this 23d day of November 1943.

C. W. KITCHEN,
Acting Director of Food Distribution.

[F.R. Doc. 43-18832; Filed, November 23, 1943; 3:31 p. m.]

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¹ 8 F.R. 14105.



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TITLE 10—ARMY WAR DEPARTMENT

Chapter I—Aid of Civil Authorities and Public Relations

PART 7—MANUFACTURE OF DECORATIONS MANUFACTURE AND SALE OF INSIGNIA

Section 7.1 is amended and paragraph (f) is added to § 7.3 as follows:

§ 7.1 *General.* The Quartermaster General is designated as the procurement officer for all insignia used or authorized by the War Department for wear by military personnel. All authorized articles of insignia for enlisted personnel will be furnished gratuitously. All articles of insignia prescribed for wear by such personnel as may be required to purchase their own insignia will be dispensed through Army exchanges, quartermaster sales stores, and such civilian stores as may, from time to time, possess certificates of authority regularly issued by the Chief of Army Exchange Service to sell regulation Army officers' uniforms at retail. (42 Stat. 1286 as amended by 45 Stat. 437; 10 U.S.C. 1425; 47 Stat. 342 as amended by 53 Stat. 752; 18 U.S.C. 76a, 76b) [Par. 2, AR 600-90, 26 June 1943 as amended by C 1, 13 November 1943]

§ 7.3 *Sales, to whom authorized.*¹

(f) Buttons to be attached to officers' service coats, cap insignia and buttons to be attached to officers' service caps, braid (piping) to be attached to officers' garrison caps, and colored braid (piping) to be attached to enlisted men's garrison caps may be sold to manufacturers of such service coats and caps, and the sale at retail of such finished articles in accordance with the provisions of paragraph (d) of this section is authorized. Purchase of buttons for officers' service coats, buttons and cap insignia for officers' service caps, and braid (piping) for officers' garrison caps by manufacturers will be made from Army Exchange Service which will requisition adequate quantities therefor from The Quartermaster General with distribution to manufacturers in accordance with procedure prescribed by the Chief of Army Exchange Service. Manufacturers of enlisted men's garrison caps are authorized to manufacture and sell such caps, including the braid (piping) indicating arm or service, and the sale at retail of such finished articles in accordance with the provisions of paragraph (d) of this section is authorized. (42 Stat. 1286 as amended by 45 Stat. 437; 10 U.S.C. 1425; 47 Stat. 342 as amended by 53 Stat. 752; 18 U.S.C. 76a, 76b) [Par. 4, AR 600-90, 26 June 1943 as amended by C 1, 13 November 1943]

[SEAL]

J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 43-18914; Filed, November 25, 1943; 10:45 a. m.]

¹ 8 FR. 9440.

Chapter VIII—Procurement and Disposal of Equipment and Supplies

[Procurement Regs. 2, 3, 4, 5, 6, 7, 8, 9, 12, 13]

MISCELLANEOUS AMENDMENTS TO CHAPTER

The following amendments and additions to the regulations contained in Parts 81 and 83 are hereby prescribed. These regulations are also contained in War Department Procurement Regulations dated 5 September 1942 (7 F.R. 8082) as amended by Change 27, 12 November 1943,¹ the particular regulations amended being Nos. 2, 3, 4, 5, 6, 7, 8, 9, 12, and 13.

In section numbers the figures to the right of the decimal point correspond with respective paragraph numbers in the procurement regulations.

AUTHORITY: Sec. 5a, National Defense Act, as amended, 41 Stat. 764, 54 Stat. 1225; 10 U. S. C. 1193-1195, and the First War Powers Act 1941, 55 Stat. 838, 50 U.S.C. Sup. 601-622.

[Procurement Reg. 2]

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS GENERAL PURCHASE POLICIES

Section 81.248 paragraph (b) is amended as follows:

§ 81.248 *Purchasing by prime contractors.* * * *

(b) *Adjustment of prices and terms of subcontracts and purchase orders under cost-plus-a-fixed-fee contracts.* (1) The cost-plus-a-fixed-fee contractor is obligated to procure materials and services at the most advantageous prices possible, with due regard to securing prompt delivery and satisfactory performance. Under some circumstances commercial concerns find it necessary or desirable and advantageous to adjust the price or terms of an outstanding subcontract or purchase order, without legal consideration, for the benefit of the supplier. By permitting cost-plus-a-fixed-fee contractors to make similar adjustments in appropriate cases in accordance with this regulation, it is believed that they will be able to buy from their suppliers at closer prices in the first instance and that the maximum use of available facilities through subcontracting will be maintained.

(2) In order expressly to authorize such adjustments in accordance with this regulation, the chief of a technical service may include in any cost-plus-a-fixed-fee contract substantially the following provision:

With the approval of the Contracting Officer, the Contractor may modify a subcontract or purchase order under this contract to increase the price or extend more favorable terms to the subcontractor:

The chief of a technical service may amend any existing cost-plus-a-fixed-fee contract to include this provision whenever in his opinion such action will be

advantageous to the Government and will facilitate the prosecution of the war.

(3) It has been determined that it will facilitate the prosecution of the war to permit cost-plus-a-fixed-fee contractors to increase the price or to make other adjustments in the terms of a subcontract or purchase order, without legal consideration therefor, pursuant to the contract provision authorized by subparagraph (2) above, whenever the contracting officer specifically determines:

(i) That the price increase or other adjustment is necessary or desirable in order to continue or increase satisfactory production of essential supplies or to ensure their timely delivery; or

(ii) That fair and equitable dealing with the subcontractor or supplier in accordance with sound business practice requires such price increase or other adjustments; or

(iii) That the maximum use of available facilities through subcontracting will be thereby facilitated or encouraged; or

(iv) That the contractor through following such a policy will be enabled to buy from its suppliers and subcontractors at closer prices in the first instance.

(4) The contracting officer may approve any such increase in price or other adjustment in the terms of a subcontract or purchase order without legal consideration only if, in the light of all the facts and circumstances in the particular case, he makes the determination required by subparagraph (3) above. Whenever any such adjustment is approved, the contracting officer shall prepare and file a brief memorandum of the circumstances involved in the reasons for his approval, and shall forward a copy of this memorandum to the chief of the technical service concerned. Upon any such adjustment in the price or terms of a subcontract or purchase order, the contractor shall be reimbursed on the basis of the adjustment price or terms.

(5) As used herein the term "cost-plus-a-fixed-fee contract" includes a provision in a fixed-price contract for procuring facilities for the account of the Government at cost (see § 81.322) and the term "contractor" includes the contractor operating under such a provision.

[Procurement Reg. 3]

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS CONTRACTS

In § 81.304 (a) the following amendments are prescribed:

§ 81.304 *Definitions*—(a) *Standard forms of contract.* (1) * * *

(iii) *Short form contracts.* * * * Contractor's Offer and Government's Acceptance (See § 81.317f).

(vii) *Utility service forms.* Negotiated Electric Service Contract (Connection Charge) (See § 81.315a). Negotiated Utility Service Contract (No Connection Charge—Electric, Gas, Water, Sewage) (See § 81.315b).

(viii) *Miscellaneous contracts.* Defense Supplies Corporation (See § 81.311).

War Supplies Limited (See § 81.313). Government-Owned Equipment Rental Agreement (See § 81.314). Informal Invitation, Informal Bid, and Acceptance (Sale of Property) (See § 81.326).

(3) * * *

Office of the Chief of Engineers

Engineer Form No. 84..... Release of Claim for Additional Fee.

Engineer Form No. 85..... Release of Claim for Additional Fee to Extent only of Joint-Venturer.

Engineer Form No. 17..... Hire by Government of Plant or Equipment.

CE Form No. 188..... Lease of Plant.

Engineer Form No. 213a..... Quotation.

Engineer Form No. 213b..... Purchase Order.

Office of the Chief of Ordnance

Notice of Award (Ordnance Procurement Instructions, ¶ 13,002).

Purchase Order Form (O. P. I. ¶ 13,003).

Equipment Lease Form (O. P. I. ¶ 13,004).

Facility, Lease and Operation Form (O. P. I. ¶ 13,005).

Disposition of Personal Property—Negotiated Sale Agreement (O. P. I. ¶ 13,006.1).

Disposition of Personal Property—Form B (Allocation) Contract (O. P. I. ¶ 13,006.2).

Sale of Property to Defense Plant Corporation (O. C. I. ¶ 13,006.3).

Sale of Property by Defense Plant Corporation to Ordnance (O. P. I. ¶ 13,006.4).

Gage Repair Contract (O. P. I. ¶ 13,003).

Lease of Government-Owned Machine Tool Equipment, etc., and Supplement Thereto (O. P. I. ¶ 13,009.1 and ¶ 13,009.2).

Repair Service Contract ("Drive-Away" Carriers) O. P. I. ¶ 13,013).

Supplemental Agreement for Modifying Production Rates in Existing Contracts (O. P. I. ¶ 13,015).

Extension of Letter Contract (O. P. I. ¶ 13,016).

* * *

In § 81.305 paragraph (b) (1) (i) is amended as follows:

§ 81.305 *Making and approval of awards of contracts, supplemental agreements and change orders.* * * *

(b) *Awards requiring the approval of Director Purchases Division.* (1)

* * *

(i) Awards of contracts (other than Architect-Engineer Management or similar contracts) involving a price of \$5,000,000 or more, and awards of supplemental agreements and change orders which have the effect of increasing the price of contracts (other than Architect-Engineer, Management or similar contracts) by \$5,000,000 or more.

Section 81.303a is amended as follows:

§ 81.303a *Supplemental agreements and change orders not involving receipt of consideration.* Except as otherwise specifically provided in these regulations, approval by the Director, Purchases Division, Headquarters, Army Service Forces, will be required for each supplemental agreement or change order which does not involve the receipt by the Government of adequate legal consideration,

¹For previous changes see 7 F.R. 9268, 9660, 10184, 10247, 10640, 10906, 8 F.R. 401, 411, 2531, 3339, 3486, 3752, 5311, 5210, 6576, 7528, 8629, 8918, 9908, 11609, 12043, 13083, 13791 and 14512.

or which modifies or releases an accrued obligation owing directly or indirectly to the Government including accrued liquidated damages or liability under any surety or other bonds. In every such case the technical service shall submit a full statement of the case and of the action recommended together with a finding by the technical service adequately supported, that the prosecution of the war would be facilitated by the action recommended. The Director, Purchases Division, will signify his approval by manual execution of the supplemental agreement or change order, where such instrument is submitted, or where such instrument is not submitted, by memorandum, indorsement, letter or telegram in response to the request for approval. Attention is directed to the provisions of § 81.308g. The provisions of this paragraph apply to amendments or modifications of agreements for the repayment of excessive profits executed pursuant to section 403 of the First Supplemental National Defense Appropriation Act, 1942, as amended, except to those amendments of such agreements authorized by § 81.308e (b).

In § 81.308e paragraph (b) is added as follows:

§ 81.308e Extension of time for performance. * * *

(b) The chief of the technical service to which any contract for the repayment of the government of excessive profits, executed pursuant to section 403 of the Sixth Supplemental National Defense Appropriation Act 1942, as amended, has been assigned for administration, may extend by supplemental agreement the time within which any payment is to be made under such contract whenever he determines (1) that the extension is necessary to avoid an impairment of the contractor's ability to perform war contracts or subcontracts, and (2) that such action will facilitate the prosecution of the war. A copy of each such supplemental agreement, together with a full statement of the circumstances upon which the determination is based, will be forwarded to the Director, Renegotiation Division, Headquarters, Army Service Forces, upon the execution of the agreement.

In § 81.317b (a) subparagraph (2) is added as follows:

§ 81.317b Army Audit Branches of the General Accounting Office.

(a) * * *

(2) It is to be emphasized that the contracts are not to be forwarded to the Army Regional Accounting Office but to the Army Audit Branch. Using the Los Angeles area as an example, the following illustrates the proper method of addressing the contracts: General Accounting Office, Army Audit Branch, 1206 Santee Street, Los Angeles, Calif.

In § 81.318 paragraph (a) (1) is amended as follows:

§ 81.318 Special cases—(a) Purchases under contracts of Procurement

Division, Treasury Department; Navy Department; Post Office Department; etc. (1) Delivery orders covering such purchases will be distributed in accordance with § 81.317. If the delivery order is numbered in accordance with paragraphs 309 and following, it will, of course, be distributed in accordance with paragraph (a) of § 81.316.

In § 81.332 paragraphs (E) and (F) are corrected to read as follows:

§ 81.332 Government-owned facilities clause. * * *

(E) (1) Title to each item of Schedule "A" facilities shall vest in the Government immediately upon inspection and acceptance thereof by the contracting officer, or at such earlier time as the contracting officer may designate in writing. Such facilities shall be deemed personal property although they may be affixed to realty.

(2) The Government hereby grants to the contractor the right to use "Schedule A" facilities, without the payment of rental therefor, in connection with its work under this contract, and, subject to the written approval of the contracting officer and upon such terms as he may prescribe, in connection with any other work for which the Government and the contractor may heretofore have contracted, or may hereafter contract. (Where the Government, pursuant to this paragraph (E) (2), has granted to the contractor the right to use Schedule "A" facilities in connection with its work on any contract other than the contract of which this article is a part, the contractor shall at any time, upon the request of the contracting officer, enter into suitable amendments of this article or suitable separate agreements of lease of the facilities evidencing the terms upon which the facilities are then held.)

(F) (1) The contractor shall not be liable for direct physical loss, damage or destruction of Schedule "A" facilities title to which has vested in the Government (a) caused by any peril while the facilities are in transit off the contractor's premises, or (b) caused by any of the following perils while the facilities are on the contractor's premises or by removal therefrom because of any of the following perils:

Fire; lightning; windstorm, cyclone, tornado, hail; explosion; riot, riot attending a strike, civil commotion; vandalism and malicious mischief; aircraft or objects falling therefrom; vehicles running on land or tracks, excluding vehicles owned or operated by the contractor or any agent or employee of the contractor; sprinkler leakage; earthquake; rising navigable waters; enemy attack or any action taken by the military, naval or air forces of the United States in resisting enemy attack.

(2) The burden shall be upon the contractor to establish that any loss, damage or destruction of Schedule "A" facilities was caused by any of the perils referred to (1) above (hereinafter called excepted perils).

(3) The contractor shall, with all reasonable speed, notify the contracting officer of the happening of any excepted peril, protect the facilities from further damage, separate the damaged and undamaged facilities, put them in the best possible order, and furnish a complete inventory of the destroyed, damaged and undamaged facilities. The contractor shall be liable for any loss, damage or destruction caused by the failure of the contractor or its employees to use all reasonable means to save and preserve the facilities at and after the happening of an excepted peril.

(4) Except to the extent of any loss, damage or destruction for which the contractor is relieved of liability under (1) above and except for reasonable wear and tear, Schedule "A" facilities shall be returned by the contractor to the Government, or delivered by the contractor to any designee of the Government (at the time elsewhere in this Article provided) in as good condition as when received. In aid to its obligation so to return or deliver the facilities, the contractor shall, at its own expense, maintain a program for the proper use, care and maintenance of the facilities and make repairs and replacements.

(5) Whenever any item of Schedule "A" facilities has become unserviceable (whether under circumstances which do or which do not render the contractor liable hereunder), the contractor shall notify the contracting officer and at the direction of the contracting officer dismantle and prepare the item for shipment at the contractor's expense, whereupon it shall be removed by the Government at the Government's expense.

(6) The Government shall not be obligated to make any repairs or replacements or to restore any loss, damage or destruction of Schedule "A" facilities.

(7) The contractor warrants that it is not maintaining and agrees that it will not hereafter maintain insurance (including self-insurance) covering Schedule "A" facilities, and warrants that it is not including and agrees that it will not hereafter include in any price to the Government any charge or reserve for such insurance.

(8) In the event the contractor is indemnified, reimbursed or compensated for any loss, damage or destruction of Schedule "A" facilities caused by an excepted peril, it shall to the same extent promptly reimburse the Government. The contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, damage or destruction, and, upon request of the contracting officer, shall furnish to the Government all reasonable assistance and cooperation (including the execution of instruments of assignment in favor of the Government) in obtaining recovery.

Section 81.342a is added.

§ 81.342a Renegotiation by mutual agreement. There may be included in any contract (1) which is for an amount of \$100,000 or less and (2) which is developmental or experimental in character a clause substantially as follows:

ARTICLE—RENEGOTIATION BY MUTUAL AGREEMENT

(a) Upon the written demand of the Contracting Officer, made at any time until sixty (60) days from the completion or termination of this contract, the Contractor will renegotiate the contract price to reduce it to an amount representing fair and reasonable compensation for the performance of the contract. In such negotiations the efficiency of the Contractor in production, buying and management will be given due weight.

(b) The Contractor will furnish to the Contracting Officer such statements of actual costs of production and such other financial statements, at such times and in such form and detail, as the Contracting Officer may prescribe, and will permit such audits and inspections of its books and records as the Contracting Officer may request.

(c) The Government shall retain from amounts otherwise due the Contractor, or the Contractor shall repay to the Government if paid to him, any amount of the contract price found as a result of such renegotiation to represent excessive profits and

not eliminated through reductions in contract price or otherwise, as the Contracting Officer may direct.

(d) The provisions of this article shall not be construed as precluding any renegotiation which may be required under section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended.

(e) As used in this article the term "this contract" means this contract as originally written or as modified from time to time.

Section 81.366 is amended as follows:

§ 81.366 *Invitation for bids.* All invitations for bids, formal or informal, directed to more than one prospective contractor, will contain a clause substantially as follows:

Offers of prompt payment or cash discounts will not be considered in the award of contracts or purchase orders, but if such an offer is made, the Government reserves the right to take advantage of the same according to its terms in making payment.

Section 81.380 is amended as follows:

§ 81.380 *Steps to be taken in event of termination because of default.* (a) If termination is effected pursuant to a contract provision substantially similar to that set forth in §§ 81.352 or 81.1302 (1) of these procurement regulations (or any similar authorized contract provision used in lieu of either of these provisions), the chief of a technical service may, but is not required to, pursue the remedies provided for in such contract provision or available by law. In the event the contract remedies are elected, the procedure set forth in § 81.380a will be followed. In lieu of making use of the contract remedies he may within the time prescribed by § 81.308f, if he finds that to do so will facilitate the prosecution of the war, make a supplemental agreement with the Contractor and relieve the Contractor of liability which would result from the enforcement of such remedies. Such an agreement may be entered into only with the prior approval of the Director, Purchases Division, Headquarters, Army Service Forces (obtained in the manner provided in § 81.308a) except where the chief of a technical service shall find any one of the following facts:

(1) That the Government no longer has need for the supplies, services, or construction called for by the contract;

(2) That the supplies or services, undelivered because of the contractor's default, can be obtained from some source other than the Contractor on a basis as favorable as that set forth in the contract or that the construction provided for in the contract can be accomplished on terms substantially as favorable to the Government as though performed under the original contract;

(3) That for reasons of policy the technical service wishes to buy supplies of the type covered by the contract on terms more expensive or less favorable to the Government than those set forth in the terminated contract. (For example, the technical service may desire to buy from particular producers or in particular geographical areas in order to distribute war work more widely despite any extra expense involved. The excess expense in

such a case should not equitably be charged to the Contractor)

(4) That any excess cost charged to the Contractor would be nominal;

(5) That the Contractor currently employs less than 100 employees or was recommended as a prime contractor by the Smaller War Plants Division, War Production Board, has other war contracts existing or prospective, and that enforcement of the remedies provided in the contract would materially impair his ability to perform such contracts.

(b) In any case where, pursuant to the foregoing provisions of this section, a supplemental agreement relieving the contractor of liability is authorized, the chief of the technical service may, instead of entering into such a supplemental agreement, enter into a supplemental agreement (1) cancelling the contract by mutual consent without cost to the Government and (2) granting a mutual release of all claims arising out of the contract.

Section 81.380a is added.

§ 81.380a *Procedure to be followed when remedies under delays-damages contract article are pursued—(a) Procedure.* If a contractor defaults and it is determined to pursue the remedies provided by a contract provision substantially similar to that set forth in §§ 81.352 or 81.1302 (1) of these procurement regulations (or any similar authorized contract provision used in lieu of either of these provisions) the following procedure will, in general, be followed:

(1) The contractor will be notified in writing that his right to proceed has been terminated.

(2) A copy of the termination notice will be furnished to the disbursing officer who will be advised to withhold further payments to the contractor pending additional instructions.

(3) Supplies or materials similar to those called for by the contract will then be procured elsewhere at as reasonable a price as practicable considering the quantity and quality required by the Government and the time in which the supplies or materials are required. In the case of a construction contract, the work will be completed according to the plans and specifications either by such other responsible contractor who offers the lowest price or by Government plant and hired labor. In either construction or supply contracts the excess cost to the Government will be charged to the contractor and the proper disbursing officer will be notified to withhold payments to cover the excess costs, pending payment thereof by the contractor.

(4) The contracting officer, immediately upon making the contract for the purchase of the materials or supplies, or for the completion of the construction contract, will request immediate remittance of the excess cost from the defaulting contractor.

(5) If the contracting officer collects the entire amount of the excess cost, he will furnish a report with reference thereto to the proper disbursing officer, transmitting the amount collected for disposition by the disbursing officer in

accordance with paragraph 5g AR 35-6040.

(6) If the contracting officer is unable to make collection of the entire amount of excess cost, he will furnish a complete report of the facts and circumstances to the proper disbursing officer.

If the contractor was given financial assistance by the Government (see §§ 81.319 to 81.321 of this chapter) appropriate steps will be taken to protect the interest of the Government.

(b) *Reports of default.* (1) The reports to which reference is made in subparagraphs (5) and (6) of paragraph (a) above will be made on the form set forth in paragraph (b) or such other form as may be prescribed by the chief of the technical service; or, if the contract in question is a Treasury Procurement Supply Contract, such report will be made on Form 59 Treasury Department, Procurement Division, Branch of Supply (Report on Delinquent Contractor)

(2) The number of copies of the report to be made is as follows:

(i) It will be submitted to the disbursing officer in quadruplicate, except that when the contracting officer makes the collection in accordance with subparagraphs (4) and (5) of paragraph (a) of this section, the report will be submitted in duplicate.

(ii) If the purchase was made against a defaulting contractor of the Procurement Division, Treasury Department, three additional copies will be made and submitted to the disbursing officer.

(3) The form which is suggested for use under contracts generally is self-explanatory. However, attention should be given to the following:

(i) Under "Remarks", include a statement as to the reason why the purchase was made against the defaulting contractor, substantiated by copies of correspondence and other pertinent papers, if any. If the space under "Remarks" is not sufficient, the back of the form may be used.

(ii) The contracting officer will sign the form in the space provided therefor under the heading "Remarks"

(4) In preparing reports covering TPS contracts on Form 59, in addition to the above subparagraph (3) (i) and (ii) attention should be given to the following:

Above the line noted "Item No." enter the applicable contract number and, if stated in the contract, the period governed by the contract. For example, if the item is purchased on the General Schedule of Supplies, the TPS contract number and period covered thereby would be given as TPS-3920-11/2/33 to 8/31/36.

(c) *Collection of the excess cost.* (1) The disbursing officer, upon receipt of the report to which reference is made in subparagraph (6) of paragraph (a) of this section, will effect collection of the excess cost from the defaulting contractor by deducting the amount thereof from any funds payable to the defaulting contractor.

(2) If the disbursing officer effects collection of the entire amount of excess cost due the Government in accordance

with subparagraph (1) of this paragraph, he will indicate that action on the appropriate form and sign the form under the heading "Remarks" or on the back of the form, and dispose of the report as follows:

(i) The original will be attached to the voucher or other form covering the collection.

(ii) The duplicate copy will be filed in the office of the disbursing officer.

(iii) The triplicate and quadruplicate copies, if any, will be transmitted to the contracting officer, marked for his information only.

(iv) The three additional copies to which preference is made in subparagraph (2) (ii) of paragraph (b) of this section will be transmitted to the Branch of Supply, Procurement Division, Treasury Department, in cases where collection has been made by either the disbursing officer or the contracting officer.

(3) If the disbursing officer finds it impracticable to collect the entire amount of excess cost due the Government, he will indicate his action and recommendation on the appropriate form and sign the form under "Remarks" or on the back of the form; and dispose of the report as follows:

(i) If the default was made on a War Department Contract:

(a) The original and quadruplicate copy will be transmitted to the Office of the Fiscal Director, Headquarters, Army Service Forces, the original to be forwarded to the General Accounting Office and the quadruplicate copy to be retained by the Office of the Fiscal Director, Headquarters, Army Service Forces.

(b) The duplicate copy will be filed in the office of the disbursing officer.

(c) The triplicate copy will be transmitted to the contracting officer with a notation to the effect that the excess cost could not be collected and that the matter has been reported to the Office of the Fiscal Director, Headquarters, Army Service Forces, for reference to the General Accounting Office.

(ii) If the default was made on a contract of the Procurement Division, Treasury Department:

(a) The original, quadruplicate and the three additional copies to which reference is made in paragraph (b) (2) (ii) of this section, will be transmitted directly to the Branch of Supply, Procurement Division, Treasury Department.

(b) The duplicate copy will be filed in the office of the disbursing officer.

(c) The triplicate copy will be transmitted to the contracting officer with a notation to the effect that the excess cost could not be collected and that the matter has been reported to the Procurement Division, Treasury Department.

(d) *Schedule of collections.* In the event that collection of the excess cost is effected by means of contractor's check, money order, cash, or any means other than set-off against another account due the contractor, Standard Form No. 1044 (Schedule of Collections) properly completed, will be submitted in accordance with AR 35-780 with the required num-

ber of copies to be submitted with Form 59. In the cases to which reference is made in subparagraph (2) (ii) of paragraph (b) of this section, when collection is effected, three additional copies of Standard Form No. 1044 will be made for transmission with the additional copies of the report.

(e) *Report of purchase.* If purchase is made against a defaulting contractor under a War Department contract and no excess cost is involved, a report on the appropriate form will be made and disposition of the report will be made as indicated in paragraph (c) (3) of this section. If a TPS contract is involved a report will be made on Form 59 and submitted by the contracting officer directly to the Branch of Supply, Procurement Division, Treasury Department, in triplicate.

(f) *Purchase not to exceed quantity originally ordered.* A purchase or purchases against the account of a defaulting contractor must not exceed the

quantity originally ordered, with consideration given, of course, to the variation clause, if any, in the contract, and must be secured on the same unit basis, such as each, dozen, pound. However, this does not preclude the Government from entering into one contract with the completing contractor which includes additional needed supplies provided that the excess costs to be charged against the account of the defaulting contractor are determined as provided in the preceding sentence of this paragraph (f)

(g) *Contracts of Navy and Post Office Departments.* The foregoing instructions do not apply to defaulting contracts under Navy Supply or Post Office Department Contracts. On such defaults, no action should be taken until after the matter has been submitted by the contracting officer by letter to the department concerned through the chief of the technical service. In an emergency, telegraphic submission will be in order.

(h) Form.

REPORT ON DELINQUENT OR DEFAULTING CONTRACTOR

Service.....	Fiscal Year.....
No. of contract or P.O.....	
Date.....	
Original appropriation involved.....	
Original order:	Purchase against account of original contractor:
Name of delinquent contractor:	Name of dealer from whom purchased:
Address.....	Address.....
Order No..... Date.....	Order No..... Date.....
Quantity.....	Quantity.....
Unit price.....	Unit price.....
Quantity discount.....	Quantity discount.....
Time payment discount.....	Time payment discount.....
Total contract cost.....	Total open market cost.....
Total excess cost.....	(Difference between contract and open market cost)
Collection made by.....	(Disbursing officer) (D. O. Symbol No.)
Schedule of Collections.....	Month..... Year.....
Remarks: ¹	
	Signed.....
	Title.....

¹ Remarks should be supported by (a) copies of all purchase orders issued to the completing contractor as well as purchase orders directed to the defaulting contractor, (b) a citation to all vouchers making payment to the defaulting and/or the completing contractor, (c) copies of all correspondence directed to the debtor as well as those received therefrom relative to the indebtedness.

[Procurement Reg. 4]

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS BONDS AND INSURANCE

In § 81.409 paragraph (b) (1) is amended to read as follows:

§ 81.409 *Filing and examination of bonds and consents of surety.* * * *

(b) (1) The original of all surety bonds required by the various elements of the War Department (except as hereinafter provided in subparagraph (3)) will be forwarded to The Judge Advocate General. The latter will examine them as to legal sufficiency and as to form and execution. In the case of corporate sureties he will examine them to ascertain whether the corporate officials who pur-

ported to execute the bonds on behalf of the corporate sureties had authority to do so; and in the case of individual sureties he will examine them to ascertain whether the affidavit of justification and the certificate of sufficiency of the surety or sureties are in accordance with regulations. The Judge Advocate General will then forward the bond to the proper office for filing. To assist in this, it is important that the forwarding office indicate clearly on the front page of the bond the Army Audit Branch of the General Accounting Office to which the bond should be sent (see paragraphs (a) and (b) of § 81.317b). The duplicate will be retained and filed in the office to which it pertains or which authorized its acceptance.

* * * * *

[Procurement Reg. 5]

PART 81—PROCUREMENT OF MILITARY
SUPPLIES AND ANIMALS

FOREIGN PURCHASES

In § 81.502 paragraph (a) is added as follows:

§ 81.502 *Buy American Act.* * * *

(a) *Restriction created by Appropriation Act.* (1) The Military Appropriation Act, 1944 approved 1 July 1943 (Pub. Law 108, 78th Cong.) contains a proviso that no part of any appropriation contained in that act "shall be available for the procurement of any article of food or clothing not grown or produced in the United States or its possessions, except to the extent that the Secretary of War shall determine that articles of food or clothing grown or produced in the United States or its possessions cannot be procured of satisfactory quality and in sufficient quantities and at reasonable prices as and when needed, and except procurements by vessels in foreign waters and by establishments located outside the continental United States, except the Territories of Hawaii and Alaska, for the personnel attached thereto."

(2) The restriction created by the provision quoted in subparagraph (1) will, for convenience, be referred to hereafter as the Appropriation Restriction.

Section 81.503 is amended to read as follows:

§ 81.503 *Applicable only to food and clothing.* The Secretary of War has authority, subject to certain limitations, to make exemptions from both the Buy American Act and the Appropriation Restriction. Under date of 13 March 1942, the Under Secretary of War exempted from the provisions of the Buy American Act everything except certain articles of food and clothing. The Appropriation Restriction is applicable only to food and clothing. Hence, preference for domestic over foreign items, may be completely disregarded with respect to items other than food and clothing.

(a) *Exempt items of food and clothing.* In addition to exempting from the Buy American Act all items other than food and clothing, the Under Secretary of War has exempted from both the Buy American Act all items other than food and clothing. These are set forth in the succeeding paragraphs.

(b) *Canadian purchases.* All items of food or clothing which have been mined, produced or manufactured, as the case may be, in the Dominion of Canada have been exempted.

(c) *Items of food and clothing exempt without regard to country of origin.* The following items of food and clothing have been exempted without regard to country of origin.

Bananas.	Molasses.
Brazil nuts.	Orange and lemon
Canned corned beef.	peel.
Chocolate.	Spices.
Citron.	Sugar.
Cocoa.	Tapioca.
Coffee.	Tea.
Fish oils.	Vanilla.
Green olives.	

(d) *Items of food exempt when purchased from specified countries.* The following items of food have been ex-

empted when purchased from the countries specified.

Canned fish, Mexico.
Fish fillet, Bahama Islands.
Fresh fish, Mexico and Iceland.
Frozen fish, Iceland.
Fresh fruits, Cuba, Mexico and Puerto Rico.
Fresh vegetables, Cuba, Mexico and Puerto Rico.
Guava puree, Cuba.

(e) *Exemptions of certain types of clothing.* It has been determined by the Under Secretary of War that clothing shall not be subject to the restrictions of the Buy American Act or the Appropriation Restriction merely because it has been manufactured from one of the following materials produced abroad.

Asbestos.	Manila fiber.
Cork.	Mohair.
Cotton linters.	Rayon.
Cotton, long staple.	Rubber.
Flax.	Silk.
Flaxseed.	Sisal.
Hemp.	Tanning materials.
Jute, unmanufactured.	Hides (and skins).
Kapok.	Hog bristles.
Leather.	Jute burlaps.
	Wool.

(f) *Contract clause.* The contract clause set forth in § 81.327, will be inserted in all contracts for food or clothing except contracts for the items of food or clothing enumerated in paragraphs (b) and (c) of this section.

[Procurement Reg. 6]

PART 81—PROCUREMENT OF MILITARY
SUPPLIES AND ANIMALSINTERBRANCH AND INTERDEPARTMENTAL
PURCHASES

In § 81.602 (a) subparagraphs (1) and (2) are amended as follows:

§ 81.602 *Definitions.*—(a) *Procurement.* The term "procurement" as used in this regulation refers to the procedure necessary to obtain a given item or class

of items and includes the execution of the following functions:

(1) *Specification (Abbr. Spec).* This function involves the responsibility for the preparation or supply of specifications in accordance with the provisions of AR 850-25 to be used in the procurement of the item or items.

(2) *Determination of Requirements (Abbr. Reqs.)* This function involves the determination by a technical service of its own requirements as well as the requirements of the using arms for which the technical service is responsible under existing Army Regulations. When only one service is indicated as having responsibility for determination of requirements for an item it shall be understood that said service is responsible for consolidating the requirements of all arms and services.

Section 81.604 is amended as follows:

§ 81.604 *Report of action of Procurement Assignment Board.* (a) There is contained in Appendix I¹ to this Procurement Regulation No. 6 a condensed record of the assignments made by the Board since the beginning of the calendar year 1942. As originally published under date of 12 November 1943, the list is complete through September 18, 1943. (b) Certain actions of the Board are set forth in § 81.605.

Section 81.605 is amended as follows, subparagraphs (7) (9) and (14) being redesignated as paragraphs (a), (b) and (c) respectively.

§ 81.605 *Assignments.*—(a) *Assignment of fuel; charcoal, coal, coke, dust fuels, gas, gasoline, oil (fuel) wood, etc. (FSSC Class 7).*

¹Copy filed with original document. This Appendix I supersedes Appendix I previously published in the FEDERAL REGISTER 13 November 1942, 7 F.R. 8291.

Items	Spec. ¹	Req.	Funds	Pur.	Insp.
All fuels for AAF Aircraft.....	AAF	AAF	AAF	AAF	AAF
Automotive:					
Gasoline.....	ORD	QMC	QMC	QMC	QMC
Fuel oil Diesel.....	ORD	QMC	QMC	QMC	QMC
Railway:					
Fuel oil.....	ORD	TO	TO	QMC	QMC
Fuel oil Diesel.....	ORD	TO	TO	QMC	QMC
Coal, coke, wood, etc.....	TO	TO	TO	QMC	TO
Marine, except for Corps of Engineers tactical equip.					
Gasoline.....	ORD	TO	TO	QMC	QMC
Fuel oil.....	ORD	TO	TO	QMC	QMC
Fuel oil Diesel.....	ORD	TO	TO	QMC	QMC
Coal, coke, wood, etc.....	TO	TO	TO	QMC	TO
Fog oil.....	OWS	OWS	OWS	QMC	QMC
Incendiary oil, for incendiary bombs, flame throwers and smoke.....	OWS	OWS	OWS	QMC	QMC
Utilities fuel—For space heating, power, incineration, refrigeration, utility plants, maintenance equip., pumping, fire apparatus, utility shops, cooking, baking, smithing, water heating, process steam, and incidental industrial uses, at Posts, camps, and Stations, and in field installations for light, heat, and power:					
Gasoline.....	ORD	ENG	ENG	QMC	QMC
Fuel oil.....	ORD	ENG	ENG	QMC	QMC
#1 Fuel oil (kerosene).....	ORD	ENG	ENG	QMC	QMC
Coal, coke, charcoal, dust fuels, wood, etc.....	ENG	ENG	ENG	QMC	ENG
Gas, natural or mfgd.....	ENG	ENG	ENG	ENG	ENG
Fuels for manufacturing processes, depots, & proving grounds, including all operational equipment:					
Gasoline.....	ORD	ALL	ALL	QMC	QMC
Fuel oil.....	ORD	ALL	ALL	QMC	QMC
Coal, coke, charcoal, dust fuels, wood, etc.....	ALL	ALL	ALL	QMC	ALL
Gas, natural or mfgd.....	ENG	ALL	ALL	ALL	ALL
All other uses:					
Gasoline (all types).....	ORD	QMC	QMC	QMC	QMC
Fuel oil.....	ORD	QMC	QMC	QMC	QMC
Fuel oil Diesel.....	ORD	QMC	QMC	QMC	QMC
Coal, coke, charcoal, dust fuels, wood, etc.....	QMC	QMC	QMC	QMC	QMC

¹The service or services (other than the Army Air Force) assigned the function of "Specification" for the petroleum products listed above shall coordinate and clear this function with the Fuels and Lubricants Division, Office of the Quartermaster General.

To the extent that the assignments of responsibility for the functions of procurement set forth in this paragraph (a) are inconsistent with the provisions of Circular No. 33, Headquarters, Army Service Forces, 1943, the provisions of said Circular No. 33 are superseded hereby.

- (b). Assignment of boats, vessels and floating equipment (FSSC Class 9) * * *
- (c) Assignment of oils (illuminating and lubricating) greases and all lubricants (FSSC Class 14)

Items	Spec. ¹	Req.	Funds	Pur.	Insp.
All oils, greases, lubricants, cleaning solvents (except petroleum solvents), rust preventive compounds, corrosion preventives, and hydraulic fluids for Army Aircraft, except lubricants for AGF Aircraft	AAF	AAF	AAF	AAF	AAF
Agricultural sprays	QMO	QMO	QMO	QMO	QMO
Cattle spray	QMO	QMO	QMO	QMO	QMO
Compound, rust preventives	ORD	ORD	ORD	ORD	ORD
Corrosion preventives	ORD	ORD	ORD	ORD	ORD
Cutting oils	ORD	ALL	ALL	ALL	ALL
Kerosene (illuminating and cleaning)	ORD	QMO	QMO	QMO	QMO
Lubricants and greases for all motor, armored and track laying vehicles	ORD	QMO	QMO	QMO	QMO
Lubricants and greases for locomotives, other rolling stock, and marine use	ORD	TO	TO	QMO	QMO
Lubricants and greases for weapons, including railroad artillery equipment	ORD	ORD	ORD	ORD	ORD
Recoil and hydraulic fluids	ORD	ORD	ORD	ORD	ORD
Oil, transformer and insulating	ORD	QMO	QMO	QMO	QMO
Oil, tempering	ORD	QMO	QMO	QMO	QMO
Oil, floor	ENG	QMO	QMO	QMO	QMO
Paraffins Wax—Amorphous, refined and crude, and manufactured articles	ORD	QMO	QMO	QMO	QMO
Petrolatum (medicinal)	MED	MED	MED	QMO	MED
Paraffine, refined for histological and pharmaceutical use	MED	MED	MED	QMO	MED
Solvents, petroleum	ORD	QMO	QMO	QMO	QMO
Lubricants and greases—all other uses	ORD	QMO	QMO	QMO	QMO

¹ The service or services (other than the Army Air Forces) assigned the function of "Specification" for the petroleum products listed above shall coordinate and clear this function with the Fuels and Lubricants Division, Office of the Quartermaster General.

To the extent that the assignments of responsibility for the functions of procurement set forth in this paragraph (c) are inconsistent with the provisions of Circular No. 33, Headquarters, Army Service Forces, 1943, the provisions of said Circular No. 33 are superseded hereby.

In § 81.608 paragraph (c) is amended by adding an amendment of clearance at the end thereof.

§ 81.608 *Purchases from Federal Prison Industries, Inc., Department of Justice.* * * *

(c) *General clearances.* * * *

(2) *Amendment of Clearance C-22126.*
Under date of November 1, 1943, the following letter was received from Federal Prison Industries, Inc..

THE UNDERSECRETARY OF WAR
Washington, D. C.

DEAR SIR:

Re: C-22126

Because the entire capacity of our glove factory has been booked up, we are removing Work Gloves and Mittens from the list of items available from this Corporation for the period ending December 31, 1943, and no clearance from us will be necessary for their purchase commercially during that period.

We are, however, now able to take additional orders for customers, and that item is hereby added to the Wood Furniture group available during the period ending December 31, 1943.

Very truly yours,

FEDERAL PRISON INDUSTRIES, INC.,
By /s/ A. H. CONNER,
Associate Commissioner.

[Procurement Reg. 8]

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS

FEDERAL, STATE AND LOCAL TAXES

Section 81.814 is amended as follows:

§ 81.814 *Federal taxes.* (a) Except as provided in paragraph (c) the amount of the Federal tax will be collected from the purchaser when articles subject to tax under Chapter 29 of the Internal Revenue Code purchased free of tax are sold to individuals or used for other than the exclusive use of the United States. Funds so collected will be deposited with the local disbursing officer together with information of the name

of the contractor from whom the articles were purchased and the number of the contract under which purchase was made. In cases where the name and amount of the contract involved are not known to the sales officer, he will ascertain this information from the shipping or contracting officer or from the chief of the technical service, if necessary.

(b) Funds received by a disbursing officer as payment for taxes imposed by Chapter 29 of the Internal Revenue Code will be placed in a special deposit account and remitted to the contractor monthly, or at the time the officer closes his accounts when he ceases to disburse, in order that return may be made therefor to the appropriate Collector of Internal Revenue. A copy of the report of such remittance will be forwarded to the Bureau of Internal Revenue. However, if it is impossible for the disbursing officer to determine the contractor from whom the articles subject to tax under Chapter 29 were purchased, he may remit the amount of the tax to the Collector of Internal Revenue for the district in which the disbursing officer is located with a statement that the name of the contractor is unknown.

(c) In connection with the following types of transfers of Government-owned property, it is not necessary that the amount of the Federal tax be collected from the purchaser and accordingly the provisions of paragraphs (a) and (b) are inapplicable:

(1) All sales of used property,

(2) Transfers to cost-plus-a-fixed-fee contractor of Government-owned property for use in connection with the performance of the contract (whether the transfer is made directly by the Government or on behalf of the Government pursuant to a contract provision similar to that contained in § 81.363)

(3) Sales to a lump-sum contractor of Government-owned property for use in connection with the performance of the contract,

(4) Transfers to other agencies of the Government, including transfers for disposition to the Procurement Division, Treasury Department.

(d) Reference is made to subparagraph (3) of paragraph (c) As indicated therein, it is not necessary that, on a sale of property to a lump sum contractor, the amount of the Federal tax, as such, be collected from the contractor. It is to be emphasized, however, that it is not appropriate that the contractor derive the benefit arising from the fact that the Government originally acquired the property tax free. Accordingly, in fixing the sales price, to be paid to the Government by the lump sum contractor, one of the elements going into the price must be the amount of the Federal tax which would ordinarily be payable upon a sale of the property.

[Procurement Reg. 9]

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS

LABOR

In § 81.917 (b) subparagraphs (10) to (17) are renumbered (12) to (19) and new subparagraphs (10) and (11) are added as follows:

§ 81.917 *Applicability.* * * *

(b) The following changes and additions to the regulations referred to in paragraph (a) of this section have been published:

(10) Contracts awarded for orange marmalade during the period from October 16, 1943, to the termination of the present war are excepted from the representations and stipulations of section 1 of the act. (8 F.R. 14353.)

(11) Contracts awarded for dehydrated rutabagas during the period from October 16, 1943, through December 31, 1943 are excepted from the representations and stipulations of section 1 of the act. (8 F.R. 14353.)

In § 81.979 paragraphs (a) (2) (i) and (ii) (c) and (k) (1) (ii) are amended as follows:

§ 81.979 *Jurisdiction and procedure of regional war labor boards.* * * *

(a) *Constitution of regions and regional war labor boards.* * * *

(2) Each regional war labor board consists of the following members appointed by the National War Labor Board.

(i) Representatives of labor, four of whom are to be available for service with the regional war labor board at any given time.

(ii) Representatives of industry, four of whom are to be available for service with the regional war labor board at any given time.

(c) *Procedure in dispute cases and in arbitration proceedings involving wages or salaries.* * * *

(3) After either of the above steps has been taken, the procedure will be the same as in voluntary wage and salary adjustment cases. In all cases the conciliator, hearing officer, or panel chairman should remind the employer that he should promptly upon receiving the

award or report (and without waiting for the Board's decision) apply to the Office of Price Administration for price relief if he intends to make any order requiring increased payment of wages and salaries the basis for asking such relief.

(4) Where proceedings do not eventuate in an agreement or arbitrator's award, the hearing officer or panel makes to the Board its report on wages as well as other issues and shall indicate in what circumstances, if any, the employer expects because of the order of the Board to apply for price relief or to oppose an otherwise justified reduction of price ceilings, or to increase the price paid by the government for his production or services or to oppose an otherwise justified reduction of the price for such products or services.

(5) The regional board, at the time it sends the employer a copy of the hearing officer's or tripartite panel's report, notifies the employer that if he intends to seek price relief he must file with the nearest OPA office an application for an adjustment of the individual seller's maximum prices or a petition for an amendment of the regulation which establishes these maximum prices within fifteen (15) days after he receives a copy of the hearing officer's or tripartite panel's report to the regional board and must notify the Board of any such application when he comments upon the report.

(k) *Authority of regional war labor boards.* (1) * * *

(ii) Each such ruling shall be final, subject only to the National War Labor Board's right of review on its own initiative or on a petition for review, as provided for in subparagraph (2) (iii), (2) (iv) and (2) (vi) below. Any reversal or modification of such ruling by the National War Labor Board shall take effect only from the date of its issuance. *Provided, however* That, if a ruling denying an application for permission to make a wage or salary adjustment is overruled, the final ruling of the National War Labor Board shall incorporate as the effective date of the adjustment the date specified in the application or such other date as the National War Labor Board shall specify.

In § 81.980d, paragraphs (a), (b) and (d) are deleted and paragraphs (c) and (e) are redesignated (a) and (b) the section now reading as follows:

§ 81.980d. General Order No. 4.

General Order No. 4. (a) Wage adjustments made by employers who, at the time the adjustment is agreed to, or if not made by agreement, at the time it is placed into effect, employ a total of not more than eight individuals in all their plants or units are exempted from the provisions of Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943.

(b) Unless expressly exempted, the exemption granted by this order shall not apply to employers whose employees' wages, hours, or working conditions have been established or negotiated on an industry, association, area, or other similar basis, by a master contract or similar or identical contracts.

(c) The exemption granted by this order shall not apply to an employer who, during any given year following October 3, 1942, in the case of wages, or October 27, 1942, in the

case of salaries, has made adjustments affecting eight specific employees.

(d) The Regional War Labor Boards may recommend to the National War Labor Board such exceptions to the provisions of this order as are necessary to effectuate the wage stabilization policies of the National War Labor Board, which exception, if approved by the National War Labor Board, shall, unless otherwise specified, apply only within the territorial jurisdiction of the Regional Board recommending them.

(a) General Order No. 4-A.

General Order No. 4-A. General Order No. 4 of the National War Labor Board dated October 9, 1942, exempting employers who employ not more than eight individuals from the provisions of said Executive Order, shall not apply to the employment of coal and die workers.

(b) General Order No. 4-C.

General Order No. 4-C. General Order No. 4 of the National War Labor Board, dated October 8, 1942, exempting employers who employ not more than eight individuals from the provisions of Executive Order 9250, shall not apply to logging, sawmill, or planing mill operations in California, Oregon, Washington, Idaho, or Western Montana.

Section 81.980m is amended as follows, paragraph (a) being deleted.

§ 81.980m. General Order No. 13.

General Order No. 13. (a) Title III, Section 3 of Executive Order No. 9250 of October 3, 1942, provides "The National War Labor Board shall permit * * * the Wage Adjustment Board for the Building Construction Industry * * * to continue to perform its functions * * * except insofar as any of them is inconsistent with the terms of this order." Pursuant thereto, the Wage Adjustment Board, constituted as hereinafter described, shall continue to perform the duty ascribed to it by Administrative Order No. 101, as amended, of the Secretary of Labor, and by the Wage Stabilization Agreement of May 22, 1942, between the Building and Construction Trades Department of the American Federation of Labor and Several Government Agencies, all in accordance with the further provisions of this order.

(b) The Wage Adjustment Board for the Building Construction Industry shall consist of nine members, of whom three shall represent Labor, three shall represent industry, and three including the Chairman, shall represent the public.

(c) Applications for approval of revision of rates subject to the Wage Stabilization Agreement of May 22, 1942, which revision would otherwise require the approval of the National War Labor Board, shall be submitted for approval to the Wage Adjustment Board. In acting upon such applications, the Wage Adjustment Board shall be subject both to the provisions of the Wage Stabilization Agreement of May 22, 1942, and to the requirements of the national wage stabilization program, as set forth in paragraph (f) hereof.

(d) The Wage Adjustment Board for the Building Construction Industry shall, in addition to the powers set forth in paragraphs (a) and (c) hereof, have jurisdiction over labor disputes and voluntary wage or salary adjustments involving persons employed in the building construction industry (as hereinafter defined) who are not subject to the Wage Stabilization Agreement of May 22, 1942. The Wage Adjustment Board shall have power, subject to review by the National War Labor Board as provided in paragraph (h) hereof, (1) to hear, and issue directive orders, in labor dispute cases, and (2) to make final rulings on voluntary wage and salary adjustments requiring the approval of the National War Labor Board.

(e) The jurisdiction of the Wage Adjustment Board hereunder shall, as heretofore, be limited to mechanics and laborers in the building and construction industry employed directly upon the site of the work.

(f) In the performance of its duties hereunder, the Wage Adjustment Board, in addition to all pertinent policies of the National War Labor Board and the Director of Economic Stabilization, heretofore or hereafter announced, shall conform to the following principles and to any modification thereof hereafter promulgated by the National War Labor Board:

(1) *General considerations.* In acting upon revision of wage rates, in dispute or voluntary cases, the Wage Adjustment Board is subject both to the provisions of the Wage Stabilization agreement of May 22, 1942, and to the requirements of the national wage stabilization policy. Approvable adjustments in such rates must meet both sets of requirements.

(2) *Sound and tested rates.* The provisions of the May 12 supplement to Executive Order No. 9323 with respect to "Brackets of sound and tested going rates" are inapplicable to the Building Construction Industry.

(3) *Little Steel.* The Little Steel formula, as heretofore defined by the National War Labor Board, shall be applied by the Wage Adjustment Board in the following manner:

(i) No employee or group of employees is entitled automatically to a Little Steel adjustment.

(ii) Generally, employees enjoying relatively high rates of pay should receive a smaller percentage adjustment than those receiving lower rates of pay.

(iii) In applying the Little Steel formula to the wage rates for a particular craft, some or all of the full 15% otherwise allowable should be withheld where allowance for the full amount would have an unstabilizing effect on wages in the industry or area. This limitation should be invoked when the wage rates of the employees involved are relatively high compared to the wage rates of other employees in related work, and when the formula is applied to individual occupational groups in the highest wage brackets.

(iv) No adjustment may be made which is in excess of the amount allowable under the Little Steel formula notwithstanding that the final rate resulting is below an appropriate Davis-Bacon rate.

(4) *Substandards.* The Wage Adjustment Board may approve adjustments which are "clearly necessary to correct substandards of living" in accordance with the provisions of Executive Order No. 9328 and the May 12 Supplement.

(5) *Critical needs of war production.* In rare and unusual cases adjustments not permissible within the above principles, which are, in the opinion of the Wage Adjustment Board, necessary to the critical needs of war production, shall be submitted through the National War Labor Board for the approval of the Economic Stabilization Director.

(g) In the handling of dispute cases, the Wage Adjustment Board shall comply with all appropriate provisions of the "Jurisdiction and Procedure of Regional War Labor Boards," of April 15, 1943, as amended and with the "Rules for Conduct of Hearings Under the War Labor Disputes Act" and all other pertinent rules of procedure of the National War Labor Board that may be hereafter announced.

(h) In accordance with the requirements of Executive Orders No. 9250 and 9323 and the Supplement thereto of May 12, 1943, issued by the Director of Economic Stabilization, any wage or salary adjustment approved or order by the Wage Adjustment Board "which may furnish the basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings," or, if no price ceilings are involved, which may increase the costs to the government of a product or service being furnished under a procurement contract, shall become effective only

if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings and orders requiring this approval which are issued by the Wage Adjustment Board.

(i) All applications for the revision or adjustment of wage rates within the jurisdiction of the Wage Adjustment Board shall be filed directly with the Wage Adjustment Board, Washington, D. C. Requests for the revision of wage rates subject to the Wage Stabilization Agreement of May 22, 1942, which are presented by local labor organizations affiliated with the Building and Construction Trades Department of the American Federation of Labor, shall be filed only with the approval of the international or national labor organization, and shall be submitted through and approved by the Building and Construction Trades Department of the American Federation of Labor.

(j) (1) All applications for the voluntary adjustment or revision of wages shall contain, or the Wage Adjustment Board shall, before acting on the application, procure, a statement by the employer as to whether the adjustment or revision if approved (i) may furnish the basis to increase price ceilings or (ii) may furnish the basis for application by the employer for an increase to the government in the price of any product or service. If the statement is in the affirmative as to (i), the Wage Adjustment Board shall send to the Office of Price Administration a copy of the application and a copy of its ruling at the time of issuance thereof. If the statement is in the affirmative as to (ii) and an adjustment of the type that requires the approval of the Economic Stabilization Director is approved by the Wage Adjustment Board, the Wage Adjustment Board shall send to the appropriate procurement agency of the government a copy of its ruling at the time of issuance thereof.

(2) In any wage dispute case where it appears that the wage adjustment recommended or ordered may furnish the basis to increase price ceilings the Wage Adjustment Board shall send to the Office of Price Administration a copy of the recommendation of its panel or hearing officer at the time of its transmittal to the parties and of its directive order when issued. In any wage dispute case where it appears that the wage adjustment ordered may furnish the basis for an application by the employer for an increase to the government in the price of any product or service and the adjustment is of the type that requires the approval of the Economic Stabilization Director the Wage Adjustment Board shall send to the appropriate procurement agency of the government a copy of its directive order when issued.

(3) In all cases where the approval of the Director of Economic Stabilization is required, the Wage Adjustment Board shall, after its ruling or order is issued, send the case to the National War Labor Board for transmittal to the Director of Economic Stabilization. The Wage Adjustment Board shall, upon being notified, advise the parties of the action taken by the Office of Price Administration or by the Director of Economic Stabilization.

(k) All rulings of the Wage Adjustment Board on wage and salary adjustments, and all directive orders of the Wage Adjustment Board in dispute cases, shall have the same effect, and be subject to the same provisions for stay and review by the National War Labor Board, as rulings and orders of the Regional War Labor Boards, as set forth in section VII of the "Jurisdiction and Procedure of Regional War Labor Boards," as amended, (§ 81.979 (k)).

(l) The Wage Adjustment Board shall transmit regularly to the National War Labor Board copies of its decisions and rulings hereunder, which, when issued, shall be made available to the public, and such additional

data and reports as the National War Labor Board may from time to time require.

(a) *General Order No. 13-A. [Deleted]*

Section 81.980-o is amended as follows:

§ 81.980-o *General Order No. 15.*

General Order No. 15. Where under the provisions of a bona fide collective agreement there has been established an impartial chairman, umpire or arbitrator whose duties include the fixing of rates for new jobs, his decisions so rendered need not be submitted for approval to the National War Labor Board, provided that:

(1) The rate or rate range for each new job shall be fixed in an amount which is directly related to and in balance with the established rates or rate ranges of the other jobs covered by the agreement, and shall bear the same relations to rates or rate ranges for similar classifications in the area as the rates or rate ranges set forth in the agreement bear to comparable rates or rate ranges in the area.

(2) A bi-weekly report of rates so fixed shall be transmitted to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to establish the aforesaid relationship and balance.

(3) Such decisions shall be subject to the Board's ultimate power of review but any modification or reversal thereof will not be retroactive.

(4) The establishment of such rates should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

In § 81.980y, paragraph (b) of General Order No. 25-A is amended as follows:

§ 81.980y *General Order No. 25-A.*

(b) In the performance of its duties hereunder, the Board of Directors of the Tennessee Valley Authority shall comply with Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all principles and policies of the National War Labor Board and the Director of Economic Stabilization heretofore or hereafter announced. In ruling on applications for adjustments of wages and salaries of laborers and mechanics employed by contractors, it shall approve them only if they fix the same wages and salaries for such employees as for the employees of the Tennessee Valley Authority performing like work. Disapproval of an application on the ground that it does not fix such equal wages and salaries shall not preclude application through other channels of the National War Labor Board. The Board of Directors of the Tennessee Valley Authority, without making an initial ruling thereon, may refer to the National War Labor Board, for decision by the Board, any application which in its opinion presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

In § 81.980aa paragraph (b) of General Order No. 27 is amended as follows:

§ 81.980aa *General Order No. 27*

(b) In the performance of its duties hereunder the Housing Wage Agency shall comply with Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all principles and policies of the National War Labor Board and the Director

of Economic Stabilization heretofore or hereafter announced. The Housing Wage Agency, without making an initial ruling thereon may refer to the National War Labor Board, for decision by the Board, any application which in its opinion presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

[Procurement Reg. 12]

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS

RENEGOTIATION AND PRICE ADJUSTMENT

In § 81.1204 paragraph (h) is amended as follows:

§ 81.1204 *Exemptions from statutory renegotiation.* * * *

(h) *Exemptions where profits can be determined with reasonable certainty when contract price established.* (1) The following is the full text of a memorandum issued by the Under Secretary of War under date of October 8, 1943:

ADDITIONAL EXEMPTIONS FROM RENEGOTIATION UNDER SECTION 403 OF THE SIXTH SUPPLEMENTAL NATIONAL DEFENSE APPROPRIATION ACT, 1942, AS AMENDED, AND DELEGATION OF AUTHORITY TO THE QUARTERMASTER GENERAL

1. Pursuant to subsection 403 (1) (2) (ii) of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended (hereinafter called the "Act"), and the delegation to me from the Secretary of War dated August 6, 1943, I hereby find that the profits under the following classes and types of contracts and subcontracts can be determined with reasonable certainty when the contract price is established and therefore exempt from all of the provisions of Section 403 of the Act.

a. Contracts and subcontracts for the purchase or lease of any interest in real property.
b. Contracts and subcontracts with public utilities to furnish gas or electric energy or with common carriers to furnish transportation, when made in either case at published rates or charges, fixed, approved or subject to regulation by a public regulatory body; and contracts and subcontracts for commodities, the minimum price for the sale of which has been fixed by a public regulatory body.

2. Pursuant to subsection 403 (f) of the Act and the delegation to me from the Secretary of War, dated August 6, 1943, I hereby delegate to The Quartermaster General authority in his discretion to exempt pursuant to said subsection 403 (1) (2) (ii) of the Act classes and types of contracts and subcontracts for such foods as The Quartermaster General may from time to time determine to be perishable and to revoke or amend any such exemption. Such exemptions and revocations or amendments of exemptions shall be conclusive for all purposes but shall become effective only upon the publication in the Procurement Regulations.

3. All of the foregoing exemptions and all exemptions made by The Quartermaster General pursuant hereto (unless otherwise specified by him) apply to contracts and subcontracts of the specified classes and types, whether heretofore or hereafter made or performed, and whether or not they contain renegotiation provisions pursuant to Section 403 of the Act.

4. This memorandum becomes effective immediately and supersedes the memorandum dated April 20, 1943, granting additional exemptions from renegotiation under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended by Section 801 of the Revenue Act of 1942, except that all exemptions of commodities made by and pursuant to subparagraph 2 thereof shall continue in effect until revoked by the Quartermaster General and

such revocation is published in the Procurement Regulations.

ROBERT P. PATTERSON,
Under Secretary of War.

(2) The exemptions made by the Quartermaster General pursuant to the authority delegated to him under paragraph 2 of the above memorandum are set forth in §§ 81.1292 and 81.1292 (a).

Section 81.1292 is amended as follows:

§ 81.1292 *Determination of perishable commodities exempt from renegotiation.* The following is the full text of a memorandum issued by the Quartermaster General under date of 8 October 1943:

1. Pursuant to the authority conferred upon the Quartermaster General by the directive of the Under Secretary of War, dated 8 October 1943 [see § 81.1204 (b)], concerning the exemption of contracts and subcontracts for certain perishable foods from renegotiation under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended.

a. It is hereby determined that the foods enumerated on the list attached hereto and designated as Exhibit A [see § 81.1292 (a)] are perishable; and that the profits under contracts and subcontracts for the purchase of such foods can be determined with reasonable certainty when the contract price is established; and contracts and subcontracts for the purchase of such foods are hereby declared under Section 403 (1) (2) (i) of the Act, to be exempt from all of the provisions of Section 403 as amended; and b. all exemptions of commodities made by and pursuant to subparagraph 2 of the memorandum dated 20 April 1943, signed by the Under Secretary of War, are revoked.

2. This memorandum shall become effective upon publication in the Procurement Regulations.

[s] E. B. GREGORY,
E. B. Gregory,
Major General,
The Quartermaster General.

(a) *Exhibit A.* The following is a list of the foods, contracts and subcontracts for the purchase of which have been declared by the Quartermaster General under section 403 (1) (2) (ii) of the act to be exempt from all of the provisions of section 403, as amended:

Fresh fruits. Apples; apricots; bananas; berries (blue and black); cantaloupes; cherries; cranberries; grapes; grapefruit; honeydew melons; lemons; limes; oranges; pears; peaches; plums; strawberries; tangerines; watermelons; other miscellaneous fresh fruits.

Fresh vegetables. Asparagus; beans, lima; beans, string; beets; broccoli; cauliflower; corn; cucumbers; egg plant; endive (chicory); greens (collards, etc.); kale; lettuce; onions, greens; onions, dry; parsley; parsnips; peas; peppers, green; potatoes, Irish; potatoes, sweet; radishes; spinach; squash; tomatoes; turnips and rutabagas; mushrooms; rhubarb; other miscellaneous fresh vegetables.

Dairy products. Butter (except canned); cheese (except processed canned); ice cream; fresh fluid milk; fresh fluid cream.

Poultry. Chicken (except canned); turkey (except canned); other poultry (except canned).

Meats. Beef (except canned and dehydrated); Pork (except canned and dehydrated); lamb and mutton (except canned and dehydrated); veal (except canned and dehydrated); smoked or processed meats (except canned and dehydrated); other meats (except canned and dehydrated); lard and lard substitutes; offals (except canned and dehydrated).

Fish and sea foods. Fresh or frozen; salted or smoked (except canned).

Frozen vegetables; frozen fruits; bread and other bakery products (except biscuits, crackers, cracker meal, breakfast cereals, hard bread and zwieback).

Potato chips; compressed yeast; shell eggs; margarine.

[Procurement Reg. 13]

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS FORMS OF CONTRACTS

Section 81.1306 is deleted and a cross reference substituted therefor:

§ 81.1306 *W D. Contract Form No. 6.* See § 81.1317.

In § 81.1307 paragraphs 2 and 5 of contract form are amended and footnote (2) to paragraph 6 is amended.

§ 81.1307 *W D. Contract Form No. 7.*

2. You are directed, upon your acceptance of this order, to proceed immediately to furnish the necessary materials, jigs, dies, fixtures and gages, and other machinery and equipment,* and to commence the manufacture of the supplies called for in paragraph 1, and to pursue such work with all diligence to the end that the supplies may be delivered to the Government at the earliest practicable date.

5. Pending the execution of a definitive contract, each expenditure, order, subcontract or commitment made by you in furtherance of the performance of this order—

(a) For machinery or equipment other than jigs, dies, fixtures or gages, or

(b) For an amount in excess of _____ Dollars (\$_____), will be subject to the written approval of the Contracting Officer, and you are not authorized to expend or obligate, in furtherance of your performance hereunder, more than _____ Dollars (\$_____ in the aggregate.

(g) Any dispute which arises under this paragraph 6 regarding _____ under the "Disputes" article 2 incorporated in this order by reference.

In §§ 81.1308, 81.1309 and 81.1310, footnote 2 pertaining to paragraph 6 of contract forms Nos. 8, 9 and 10 is amended to read as follows:

*Where the letter order is for an amount less than \$20,000, the "Disputes" article will not have been incorporated by reference by virtue of paragraph 3 or 6 (g) of the latter order, since contracts in such amount are not required to contain that article. (See § 81.326). In that event the language of the latter order will be appropriately modified expressly to incorporate by reference either the "Disputes" article set forth in § 81.326 or that contained in General Provision 11 of W. D. Contract Form No. 17 (§ 81.1317).

Section 81.1315 has been redesignated § 81.1315a and a new caption inserted as follows:

UTILITY CONTRACT FORMS

§ 81.1315a *W D. Contract Form No. 15.*

Section 81.1315b is added as follows:

§ 81.1315b *W D. Contract Form No. 27*

As to cases where it is anticipated that the contractor will have to purchase machinery or equipment (other than jigs, dies, fixtures and gages) in an estimated amount of more than \$100,000, see § 81.1003.

W D. Contract Form No. 27—Explanatory notes. The forms set out in paragraphs (a) to (p) are available for use by the technical services (including the service commands) for procuring electric, gas, water or sewage service (without connection charge) as follows:

(1) Where the estimated annual expenditure under the contract is \$1,000 or less, the form set out in paragraphs (a) and (b) will be used without any of the Special Provisions contained in the succeeding paragraphs.

(2) Where the estimated annual expenditure under the contract exceeds \$1,000, the form set out in paragraphs (a) and (b) will be used together with Special Provisions, as follows:

(a) Contracts for Electric Service—Special Provision A (paragraph (c)).

(b) Contracts for Gas Service—Special Provision B (paragraph (d)).

(c) Contracts for Water Service—Special Provision C (paragraph (e)).

(d) Contracts for Sewage Service—Special Provision D (paragraph (f)).

(a) *Contract form.*

Contract No. W-----

NEGOTIATED UTILITY SERVICE CONTRACT

(No Connection Charge—Electric Gas Water Sewage Service)

(Station or premises to be served) (City)
(County) (State)

Premises are: () Government-owned
() Government-leased

Symbol Number of Lease-----

Name of Lessor-----

Bills will be rendered to-----

at-----
Payment will be made by Finance Officer,
United States Army, at-----

Estimated annual cost hereunder: \$-----

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 8001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (see General Provision 2).

CONTRACTOR'S PROPOSAL

Date-----

At the request of the United States the undersigned offers and agrees to furnish required _____ service, beginning on _____, 194____, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth below or attached hereto; General Provisions on the reverse side hereof; and Special Provisions numbered 1 to _____ inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions").

(Contractor)

(Address)

By-----

Title-----

authorized to make
this proposal.

*Delete inapplicable words.

*Special Provisions.—When the estimated annual expenditure under this contract is more than \$1000, Special Provisions A (Electric Service), B (Gas Service), C (Water Service, or D (Sewage Service) shall be attached and made part hereof.

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this
----- day of -----, 194-----

UNITED STATES OF AMERICA

By -----
Title -----
(Contracting Officer)

RATES

(b) (Reserve side of (a).)

GENERAL PROVISIONS

1. *Service regulations.* The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the public regulatory body having jurisdiction in said matters, or where such rules are not so on file, by standards approved by the United States Bureau of Standards.

2. *Payments.* For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. *Changes of rates.* If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. *Contractor's equipment.* The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The Contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. *Officials not to benefit.* (Insert § 81.322.)

6. *Convict labor.* The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. *Covenant against contingent fees.* (Insert § 81.323.)

8. *Anti-discrimination.* (Insert § 81.325.)

9. *Assignment of rights.* If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Con-

tractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. *Definitions.* Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

(c) *Special provisions A, electric service.*

Attached to and made part of Contract No. W. -----

1. *Estimated service requirements.*

Estimated maximum demand ----- KW
Estimated annual consumption ----- KWH

(The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)

2. *Point of delivery.* The point of delivery of service shall be -----

3. *Description of electric service.* Contractor will supply ----- phase, ----- wire, ----- cycle, alternating current at ----- volts.

4. *Metering and billing.* Service will be measured at ----- volts by ----- watt-hour meter(s) and ----- demand meter(s), to be furnished, installed, maintained, calibrated and read by the Contractor. The readings of the meters will be

Billed separately.*

Combined for billing purposes.*

5. *Termination.* Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer of the Contractor for not less than thirty days in advance of the effective date of termination.

6. *Approval.* If the estimated maximum demand stated in paragraph 1 above is 1000 KW or more, this contract shall be subject to the approval of the War Department Power Procurement Officer and shall not be binding until so approved.

7. *Renegotiation pursuant to Section 403 of the sixth supplemental National Defense Appropriation Act, 1942, as amended.* (a) This contract shall be exempt from statutory renegotiation if:

(1) the Contractor hereunder is a department, bureau, agency or Governmental corporation of the United States, or any Territory, possession or State or any agency thereof, or any foreign Government or agency thereof; or

(2) made with a public utility at published rates or charges, fixed, approved or subject to regulation by a public regulatory body.

(b) If neither (a) (1) nor (a) (2) above is applicable, and the amount of this contract during the life thereof is not more than \$100,000, a contract provision for statutory renegotiation is not included herein but such omission is without prejudice to the applicability of the statute.

(c) If neither (a) (1) nor (a) (2) nor (b) above is applicable, a contract provision for statutory renegotiation is attached hereto and made part hereof, marked Appendix "A".*

8. *Disputes.* (Insert General Provision 11 of W. D. Contract Form No. 47, § 81.1317.)

9. *Alterations and additions.*

(d) *Special Provisions B, gas service.*

Attached to and made part of Contract No. W. -----

1. *Estimated service requirements.*

Estimated maximum demand ----- MCF.
per hour.

*Delete inapplicable line.

*Appendix "A" will consist of § 81.342 (a).

Estimated annual consumption ----- MCF.
(The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)

2. *Point of delivery.* The point of delivery of gas shall be -----

3. *Quality of gas.* The Contractor will supply commercially clean and dry gas with a heat content at 14.7 pounds per square inch absolute and 60 degrees Fahrenheit of not less than ----- British thermal units per cubic foot. Deduction for failure to provide gas at the agreed heat value shall be made as follows: One per cent net of the average price per 1,000 cubic feet of gas for each one per cent below the agreed heat value.

4. *Unit of measure.* A "cubic foot of gas" for the purpose of this contract, is the amount of gas necessary to fill a cubic foot of space when the gas is at a base pressure of ----- ounces per square inch above atmospheric pressure and at a base temperature of 60 degrees Fahrenheit, and the gas volumes shall be computed into such units. It is agreed that the gas shall be assumed to obey Boyle's law and no correction shall be made for any variation from this law; that the atmospheric pressure is ----- pounds per square inch; and that the flowing temperature is 60 degrees Fahrenheit.

5. *Metering and billing.* Gas will be measured by ----- meters to be furnished, (Number and type)

installed, maintained, calibrated and read by the Contractor, the readings of which will be combined for billing purposes.

When orifice meters are used to measure gas furnished hereunder, such meters shall be of standard manufacture and shall be installed and operated in accordance with the manufacturer's specifications and recommendations. Computations of gas deliveries shall be made in accordance with the manufacturer's recommendations and shall be corrected for the specific gravity of the gas, which shall be determined by spot specific gravity tests made monthly or at more frequent intervals if required, or by a recording gravimeter.

Upon request of the Contracting Officer or his representative, the Contractor will submit to the Government records and charts from its metering equipment, together with calculations therefrom, for the Government's inspection and verification, subject to return by the Government within ten days after receipt thereof, after which return the charts and records shall be kept on file by the Contractor for the mutual use of both parties for a period of one year.

6. *Pressure.*

Contractor will maintain at the point of delivery a regulated pressure within ten per cent of the pressure requested by the Contracting Officer but shall not be required to maintain more than ----- pounds or less than ----- pounds per square inch gauge.*

Contractor will supply gas from its low pressure distribution system at a pressure between ----- and ----- ounces per square inch gauge.*

7. *Termination.*—Notice of intention to terminate shall be at the option of the Government and shall be given by the Contracting Officer not less than thirty days in advance of the effective date of termination.

8. *Renegotiation pursuant to section 403 of the sixth supplemental National Defense Appropriation Act, 1942, as amended.* (a) This contract shall be exempt from statutory renegotiation if:

(1) The Contractor hereunder is a department, bureau, agency or Governmental corporation of the United States, or any Territory, possession or State, or any agency thereof; or

*Delete inapplicable paragraph.

Contracting Officer

(3) The sheet containing standard clauses regarding termination for the convenience

(b) *Reverse side of (a)* This is the same as reverse side of Purchase Order, W. D. Contract Form No. 18 (see § 81.1317b (b))

(c) *Continuation Sheet for W. D. Contract Form No. 6.* This is the same as continuation sheet for Purchase Order, W. D. Contract Form No. 18 (see § 81.1317b (c))

(d) *Termination for the convenience of the Government.* This is the same as added clause for Purchase Order, W. D. Contract Form No. 18 (see § 81.1317b (d))

(e) *Reverse side of sheet contained in paragraph (d)* This is the same as added clause for Purchase Order, W. D. Contract Form No. 18 (see § 81.1317b (e))

Section 81.1326 is added

§ 81.1326 *W. D. Contract Form No. 26.*

Explanatory notes. (1) W. D. Contract Form No. 26 is available for optional use by the technical services (including the service commands) for effecting the sale of Government-owned property in compliance with § 83.720-83.733 and 83.750-83.785 of Procurement Regulation No. 7. The form is not designed to cover:

(a) Sales of scrap, or

(b) Sales to the Defense Plant Corporation. Special forms have been approved for use in effecting sales of property by the War Department to the Defense Plant Corporation, and by the Defense Plant Corporation to the War Department.

These are reproduced in Ordnance Procurement Instructions, paragraphs 13,006.4 and 13,006.5.

(2) Variations of W. D. Contract Form No. 26 may be required in particular cases. For example, paragraph 6 of "General Provisions" (paragraph (b)) entitled "Adjustment for Variation in Quantity" may require material change where it is expected that the variation will be large.

(3) Particular attention is invited to the requirements of § 83.764.

(a) *W. D. Contract Form No. 26.*

WAR DEPARTMENT

INFORMAL INVITATION, INFORMAL BID, AND
ACCEPTANCE (SALE OF PROPERTY)

Date _____
W. D. establishment, _____
office or station, _____
and address _____
Contract No. (if any) _____
Order No. _____
Invitation No. _____

Payment will be made to _____

This contract is authorized by and negotiated under Public No. 703, 76th Congress, First War Powers Act, 1941, and Executive Order No. 9001.

It has been determined by a competent officer that the sale to be made hereunder will facilitate the prosecution of the war and is in compliance with applicable regulations.

INFORMAL INVITATION

Sealed bids, in _____, subject to the terms specified on both sides of this page and on the continuation sheets numbered _____ to _____ inclusive, attached hereto, will be received at this office until _____ o'clock, -- m., _____ 194____, for the purchase of the materials listed. Each sheet must show the name of the bidder.

Bids must be accompanied by cashier's check, certified check or postal money order made payable (unless otherwise directed) to the Treasurer of the United States, in the amount of at least ____% of the total price bid. Deposits on bids which are not accepted will be promptly refunded. (See also General Provision 5.⁹)

UNITED STATES OF AMERICA,
By _____
Title _____
Contracting Officer
INFORMAL BID

Date _____

In compliance with the above Informal Invitation for bids, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within _____ calendar days from the date of the opening, to purchase any or all of the items upon which the undersigned has quoted prices, at the price set opposite each item. It is understood that the Government reserves the right to reject any and all bids regardless of whether the same constitute the highest bids.

Certificate: The undersigned represents and certifies to the United States of America: (1) That he is (the bidder) (the duly authorized representative of the bidder) named herein;

(2) That as defined by the applicable rules and regulations of the Office of Price Administration the bidder is (a dealer in) (a consumer of) the items covered by this bid;

(3) That the bidder (is) (is not) seeking to purchase the items for resale;

(4) That the bid prices for the items are not in excess of applicable maximum prices established by the Office of Price Administration;

(5) That the bidder will not resell any of the items at prices in excess of the maximum prices established by the Office of Price Administration and applicable to such resale;

(6) And that this certificate is executed for the purpose of inducing the United States of America to accept this bid and make an award hereon and with full knowledge that any willful misrepresentations will subject the undersigned to criminal penalties provided by statute.

Bidder _____ Address _____
By _____
Title _____
authorized to make
this bid.

GOVERNMENT'S ACCEPTANCE

Date _____
Accepted as to items numbered: _____
UNITED STATES OF AMERICA,
By _____
Title _____
Contracting Officer

(b) *General provisions*—(1) *Materials covered; prices.* The Government shall sell and deliver, and the Purchaser shall buy and accept, the items listed on the annexed continuation sheet(s) upon which prices have been quoted, and which are covered in Government's Acceptance. The prices to be paid by the Purchaser are those quoted: *Provided, however,* That if at the time of delivery of any of the materials to the Purchaser a maximum price lower than that quoted shall have been established by the Office of Price Administration or similar authority and shall be in effect and expressly applicable to such delivery notwithstanding the existence of a prior contract calling for a higher price, the price for such materials shall be reduced to such maximum price.

2. *Purchaser's warranties.* The purchaser warrants that this transaction is, and all of

⁹Insert this paragraph if deposit guaranty is required.

its future transactions with the materials covered hereby will be, in compliance with applicable regulations of the Office of Price Administration and the War Production Board or similar authority.

3. *Delivery.* Delivery shall be at the present location of the property. Unless the Purchaser removes the materials from such location within _____ days after notification of Government's Acceptance, the Government shall have the right to dispose of the materials and hold the Purchaser responsible for any loss incurred by the Government as a result of the failure to remove. The precise time of removal, and other details of removal, shall be arranged with the Contracting Officer.¹⁰

3. *Delivery.* Delivery shall be f. o. b. cars at point of origin. Unless shipping instructions are received within _____ days after notification of Government's Acceptance, the Government shall have the right to dispose of the materials and hold the Purchaser responsible for any loss incurred by the Government as a result of the failure to furnish shipping instructions.¹⁰

4. *Responsibility for materials sold.* (a) The Purchaser has had ample opportunity for full inspection of the materials, and agrees to accept the same "as is" The Government makes no guaranty, warranty or representation, express or implied, as to the number, quantity, kind, size, weight, quality, character, description or condition of the materials, or their fitness for any use or purpose. This is not a sale by sample.

(b) Title to the materials shall vest in the Purchaser upon notification of Government's Acceptance. The Purchaser assumes all liability for materials after that time. The Government will exercise its usual care for protection of the materials

up to the time limit of receipt of shipping instructions, or, where shipping instructions are received in time, until the materials are at cars,¹¹

up to the time limit of removal,

but will not be responsible for any loss or damage for any cause whatsoever.¹¹

5. *Payment.* Payment shall be made as follows: _____

Unless otherwise directed, payment shall be made by certified check, cashier's check or postal money order payable to the Treasurer of the United States.¹²

5. *Payment.* The deposit made by the Purchaser (see Informal Invitation) will be applied, immediately upon notification of Government's Acceptance, against the total payment due. Payment of the balance due shall be made (unless otherwise directed) by certified check, cashier's check or postal money order payable to the Treasurer of the United States within _____ days from the date of notification of Government's Acceptance.¹²

6. *Adjustment for variation in quantity.* The quantities of the various items covered by Government's Acceptance are approximate only. Any variation between the quantity stated for any item and the quantity of such item delivered to the Purchaser will be adjusted on the basis of the unit price quoted opposite such item.¹³

7. *Officials not to benefit.* (Insert § 81.322.)

8. *Covenant against contingent fees.* (Insert § 83.726.)

9. *Disputes.* (Insert § 81.326 or General Provision 11 of W.D. Contract Form No. 47, § 81.1317c (a).)

¹⁰Delete inapplicable paragraph.

¹¹Delete inapplicable provision.

¹²Delete if inapplicable.

10. *Definitions.* (Insert Art. 23 of § 81317c (a).)

(c) *Continuation sheet.*

Sheet No. _____

SCHEDULE OF MATERIALS TO BE SOLD

Present location _____
For inspection of materials communicate with _____

[Description, etc.]

[Procurement Reg. 7]

PART 83—DISPOSITION OF SURPLUS AND UNSERVICEABLE PROPERTY

DISPOSITION OF PROPERTY

Section 83.732 is amended as follows:

§ 83.732 *Gifts and loans of drawings and other property.* (a) The chiefs of the technical services are authorized, without further approval, to give or lend drawings, manufacturing and other information and samples of supplies and equipment to be manufactured or furnished, to contractors and private firms which are or may likely be manufacturers or furnishers of supplies and equipment for the use of the War Department under approved production plans.

(b) Whenever they determine that such action will facilitate the prosecution of the war, the chiefs of technical services are authorized to give or lend, by appropriate written agreement reciting such determination, to organizations engaged in experimental research, testing, or development such items and any other material, supplies or equipment for use in connection therewith, provided that if in the case of a gift the estimated value of the property in question exceeds \$1,000, or, in the case of a loan, \$50,000, the approval of the Director, Production Division, Headquarters, Army Service Forces, will first be obtained.

(c) The Commanding General, Army Air Forces, or his delegate, whenever he determines that such action will facilitate the prosecution of the war, may authorize the loan, bailment or lease by appropriate written agreement reciting such determination, of aircraft, aircraft engines, or other aircraft equipment without limitation as to the value thereof, to Army Air Forces contractors for the purpose of experimental research, testing or development.

Section 83.744 is added:

§ 83.744 *Sales of scrap.* Whenever any property is offered by any agent or officer of the War Department as scrap, or when any property, regardless of how it is described when offered for sale, is sold at prices not in excess of applicable OPA ceiling prices for scrap, a warranty will be obtained from the purchaser that the property will in fact be used as scrap.

Such a warranty may be in substantially the following form:

The purchaser represents and warrants to the United States that the property covered by this agreement was offered as scrap, purchased by him as scrap, and that he will sell and ship or use it as scrap either in its existing condition or after further preparation only in conformity with all applicable regulations and orders of the Office of Price Administration and the War Production Board.

[SEAL]

J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 43-18815; Filed, November 23, 1943;
2:51 p. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T.D. 50363]

PART 8—LIABILITY FOR DUTIES, ENTRY OF IMPORTED MERCHANDISE

SPECIAL DELIVERY PACKAGES

Section 8.53, Customs Regulations of 1943 (19 CFR 8.53) is amended by inserting the word "Not" before the word "Intended" in the title of the application form set forth in that section.

(Sec. 1, 29 Stat. 263; 19 U.S.C. 472)

[SEAL]

W. R. JOHNSON,
Commissioner of Customs.
Approved: November 22, 1943.
HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 43-18883; Filed, November 24, 1943;
3:42 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 55 Stat. 176; E.O. 8024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; P.R. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3284—BUILDING MATERIALS

[Limitation Order L-326]

POWER DRIVEN SAW BLADES OTHER THAN METAL CUTTING SAW BLADES

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of iron, steel, and other critical materials for defense, for private account, and for export, and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3284.116 *Limitation Order L-326—(a) Issuance of simplification schedules.* The War Production Board may, from time to time, issue schedules establishing simplified practices with respect to

power driven saw blades. On and after the effective date of any such schedule, blades shall not be produced, fabricated or delivered by any producer except in conformity with the schedule, or as specifically permitted by the War Production Board.

(b) *Appeal.* Any appeal from the provisions of this order may be made by filing a letter referring to the particular provision appealed from and stating fully the grounds of the appeal.

(c) *Applicability of regulations.* This order and all transactions affected by it are subject to all applicable regulations of the War Production Board.

(d) *Communications to War Production Board.* All reports, appeals, request for specific authorizations, and other communications concerning this order, shall be addressed to: War Production Board, Building Materials Division, Washington 25, D. C., Ref. L-326.

(e) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 23d day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-18802; Filed, November 23, 1943;
11:21 a. m.]

PART 3284—BUILDING MATERIALS

[Schedule I to Limitation Order L-326]

SOLID TOOTH CIRCULAR SAWS FOR CUTTING WOOD

§ 3284.117 *Schedule I to Limitation Order L-326—(a) Definitions.* For the purposes of this schedule:

(1) "Producer" means any person who manufactures or in any way fabricates circular saws.

(2) "Saw" means a solid tooth circular saw designed and manufactured for the cutting of wood. This schedule does not apply to metal cutting saws.

(b) *Simplified practices.* (1) After November 23, 1943, no producer may begin the manufacture or fabrication of any saw which does not conform to the kinds, diameters, gages, numbers and types of teeth, and numbers of grades set forth in Appendix A of this schedule. Notwithstanding this provision, however, a producer may manufacture and fabricate non-conforming saws to fill orders which were on his books before November 23, 1943. Non-conforming

saws may not be delivered or shipped by a producer after May 23, 1944.

(c) *Exemptions.* The following are exempt from the restrictions established by this schedule:

- (1) Inserted tooth saws.
- (2) Segment saws.
- (3) Solid tooth circular saws less than 5 inches in diameter which are $\frac{1}{8}$ inch or less thick.
- (4) Fillers for dado heads which are already in use on November 23, 1943.
- (5) Concave saws and chamfering saws for use with concave saws.
- (6) Lock corner saws.
- (7) Beveled lock corner fillers.

Issued this 23d day of November, 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A

Gage designations and gage tolerances. Gages given herein are Birmingham or Stubbs' wire gages.

Flat ground saws are designated by a single gage number, which sets the thickness of every part of the saw. Some saws over 38 inches in diameter, including bolters, head or log saws, and some common rip saws, are approximately one gage heavier at the center than at the rim, and are designated by two gage numbers. Shingle and heading saws are flat ground on one side and taper on the other from the collar to the rim, and are designated by two gage numbers. Resaws, which are tapered on both sides from the collar to the rim, and in some instances are flat on one side and tapered on the other, are also designated by two gage numbers.

Hollow ground saws, which are ground thinner in back of the rim for clearance, are designated by three gage numbers: gage at rim, gage at thinnest circle, and gage at collar.

The gages specified are subject to the following tolerances, except where otherwise provided.

Flat ground saws—

38 inches in diameter and less: Plus or minus $\frac{1}{2}$ gage.

Over 38 inches in diameter: Rim—plus or minus $\frac{1}{2}$ gage.

Center—plus one gage, minus 0.010 inch.

Shingle, heading, head or log saws, and resaws—

Rim—plus or minus $\frac{1}{2}$ gage.

Center—plus one gage, minus 0.010 inch.

Hollow ground saws—

Rim—plus or minus $\frac{1}{2}$ gage.

Thinnest circle—plus or minus $\frac{1}{2}$ gage.

Collar—plus two gages, minus $\frac{1}{2}$ gage.

Diameter tolerances. Except where otherwise provided, the diameters specified herein are subject to the following tolerances: Plus or minus $\frac{1}{8}$ inch for saws 24 inches or less in diameter, and plus or minus $\frac{3}{16}$ inch for saws more than 24 inches in diameter.

Kinds of saws. All varieties of saws permitted to be produced under this schedule are identified in the following tables by diameter, gage or gages, number of teeth and type of teeth, or, in the case of certain kinds which are less restricted, they are described in more general terms. No other kinds or varieties may be produced.

Type of teeth. Permitted types of teeth are identified in the tables by letters which refer to illustrations¹ shown at the end of this appendix. The profiles of teeth made by individual producers may vary slightly from

those illustrated, but this permissible variation shall not be construed as permitting any producer to put more than one shape of tooth on any one size and gage saw of a given kind.

Grades. Certain saws designated herein by an asterisk are permitted to be made in two grades. No producer shall make any of the saws so designated in more than two grades, or any of the remainder in more than one grade.

Cut-in-half saws. Any rip, cut off, or smooth trimmer saw may be furnished cut in half, with or without collar.

Slots. The rims of any saws may be provided with expansion slots.

TABLE 1—RIP SAWS, COMMON

All common rip saws are to be made with type A or type E teeth, or both, except those designated by letter to take type B, C, or D. Saws designated to take type B teeth may also be made with type E teeth.

Diameter, inches	Gage and number of teeth								
	22	20	18	16	14	13	12	11	10
6	20		*40	36	30	20			
6½	24		36		12				
7		12	*40	30	20				
7½			36		20	10			
8		24	36		30		24		
8½			24		16		12		
9		24	24	40	24		30		
9½				30					16
10			36	*36	36	30	36	30	30
10½			30	30	30	24	30	20	20
12			44	36	44	*36	36	30	40
12½				*36	30	24	30	24	30
13					20	24	24	24	24
14					44	36	36	D30	36
14½					D30	D30	D30	D30	D30
16					D30	D24	D24	D24	D24
					D20	D20	D20	D20	D20
					D30	D30	D30	D30	D30

Diameter, inches	Gage and number of teeth										
	14	13	12	11	10	9	8-9	8	7-8	7	6-7
18		*36	36		36						
20			30	20	30						
20½		*36	B60		30						
22			36								
22½			30								
24		C60	*36								
24½		C60	C60	C60	36						
26			*36								
28			C60		*36						
30			C60	C60	*36						
32				B60	B60	*36					
34					B60	*36					
36		B60		B60	36	B60	*36	B70			
38					36			28			
40					B70	*36					
42					B60	*40		40			
44					B60	B60		*40			
46						40		*40			
48						B60		*40			
50						40		*40			
52						40	B60	40	60	*50	
54						44	B60	50	50		
							B60	50			

TABLE 2—BOLTERS, RIP

All rip bolters are to be made with type A or type F teeth, or both.

Diameter (ins.)	Gage and number of teeth	
	9-10	8-9
42		40
44		40
46		40
48		40
50		40
52		44
54		41

TABLE 3—HEAD OR LOG RIP SAWS

All head or log rip saws are to be made with type G or type E teeth or both, except those designated by letter to take type A or B.

Diameter, inches	Gage and number of teeth								
	8-9	8	7-8	7	6-7	6	5-6	5	
56	70 A60 A40	80 A60 A50	40	60 A60 B60		60 80 *60			
60	80 A60 A40	80 A60 A50	60 80 B60	60 80 B60	60 80 B60	60 80 B60			
62			80 A60 A40	60 80 B60	60 80 B60	60 80 B60			
64	80		A60 80 A60	60 80 B60	60 80 B60	60 80 B60			
66			A60 80 A60	60 80 B60	60 80 B60	60 80 B60			
72				B60	80	B60		*60	
84						B60		B60	

TABLE 4—EDGERS

All edgers are to be made with type H teeth, except those designated by letter to take type A.

Diameter, inches	Gage and number of teeth				
	10	9	8	7	6
12		A24	A20		
14		A24	A20		
16		A24	A20		
18		A24	A20		
20		A24	A20		
22		A24	A20		
24		A24	A20		
26		A24	A20		
28		A24	A20		
30		A24	A20		

TABLE 5—GLUE-JOINT RIP

All glue-joint rip saws are to be made with type I teeth, except the one designated by letter to take type J.

Diameter, inches	Gage and number of teeth		
	12	11	10
12	36		
13	24		
14	30		J24
16	36	30	21
18	30	36	
	30	30	
	30	30	

¹ Filed as part of the original document.

TABLE 3—CUT OFF SAWS—continued

Diameter Inches	Gage and number of teeth										
	12	11	10	9	8	7	6	5			
26	80	70	70	80	100						
28		70	70	100	100						
30		70	70	100	70						
32		70	70	100	70	80					
34		100	70	70	70	80	80				
36			100	100	80	80	80				
38			100	80	80	80	80				
40			100	80	80	80	80				
42				80	80	80	80	80			
44					80	80	80	80			
46						80	80	80			
48							80	80			
50								80			
52											
54											
56											
58											
60											
62											
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74											
76											
78											
80											
82											
84											
86											
88											
90											
92											
94											
96											
98											
100											

TABLE 0--DOLLARS CUT OFF

All bolter cut off saws are to be made with type O teeth.

Diameter, inches	Gage and number of teeth	
	1	8
10	60	60
12	60	60
14	60	60
16	60	60
18	60	60

TABLE 3--OUT OF STATE SAVES

All common cut off saws may be made with type L or type M teeth or both, except those designated by letter to be made with type N or P

[illegible]

Diameter, inches	Gears and number of teeth									
	12	11	10	9	8	7	6	5		
22	70	100	60	60						
24	50	70	100	50	100					
			70	70	70					

TABLE 6--SHINGLE AND HEADING SAVES

All sblngle and hending saws are to be made with type A teeth except those designated by letter to take type K.

Diam of Inches	Gage and number of tooth									
	10-18	9-17	9-16	8-18	8-15	8-14	7-16	7-15	7-14	6-17
36	100	80	80							
38	100	100	100							
40	120	100	80							
42		100	100							
44		100	80							
46		80	100							
48			100							
50			80							
52			100							
54			80							
56			100							
58			80							
60			100							

TABLE 7-2 CONT'D

All reawns are to be made with type A teeth except those designated by letter to take type O or L

[illegible]

TABLE 15—COMBINATION FLAT GROUND SAWS WITH CUTTER AND RAKER SECTIONS

All type S sections on these saws shall have 4 cutters and one raker per section and all type U sections shall have two cutters and one raker per section

Diam eter, inches	Gage and type of sections									
	18	16	14	13	12	9	8	7		
5										
6										
7 1/2										
8										
9 1/2										
10										
11										
12										
14										
16										
18										
20										
22										
24										
30										
44										

TABLE 16—DADO SAWS

Number of sections or teeth is optional but no producer shall make any dado of a given diameter and grade with more than one number of teeth or sections or cutters per section

Diameter inches	1st grade		2nd grade	
	Thick ness	Tooth type	Thick ness	Tooth type
4	1/4	Y	1/4	O
5 1/2	1/4	Y	1/4	Z
6	1/4	Y	1/4	AA and Y
7	1/4	Y	1/4	AA
8	1/4	Y	1/4	AA
9	1/4	Y	1/4	AA
10	1/4	Y	1/4	AA
11	1/4	Y	1/4	AA
12	1/4	Y	1/4	AA
14	1/4	Y	1/4	AA
16	1/4	Y	1/4	AA
18	1/4	Y	1/4	AA

Tolerances—
Diameter: Plus 1/4 inch, minus 1/16 inch.
Thickness: Plus or minus 0.003 inch.

TABLE 14—COMBINATION FLAT GROUND SAWS WITH REGULAR TEETH

All saws in this table are to be made with type V or type C teeth except those designated by letter to take type T, W or X. No producer shall make any size with both V and C type teeth

Diam eter, inches	Gage and number of teeth															
	20	18	16	14	13	12	11	10	9	8						
5																
6																
6 1/2																
7																
7 1/2																
8																
8 1/2																
9																
9 1/2																
10																
10 1/2																
11																
12																
12 1/2																
14																
16																

TABLE 10—SMOOTH TRIMMERS
All smooth trimmer saws may be made with type L or type P teeth or both except those designated by letter to take types N and Q

Diameter inches	Gage and number of teeth															
	14	13	12	11	10	9	8	7	6	5	4	3	2	1		
8																
10																
12																
13																
14																
16																
18																
20																
22																
24																
26																
28																
30																

TABLE 13—COMBINATION HOLLOW GROUND SAWS

All combination hollow ground saws are to be made with type S teeth as shown, except the saw designated by the letter T which takes 100 type T teeth. No producer shall make any combination saw of a given diameter and grade with more than one number of sections or more than one number of cutters per section

Diam eter, inches	Gage and type of teeth															
	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
6																
7 1/2																
8																
9																
10																
11																
12																
14																
16																
18																
20																
24																

TABLE 11—CORDWOOD SAWS

All cordwood saws are to be made with type R or type L teeth but no producer shall make any size with both types of teeth

Diameter inches	Gage and number of teeth		
	13	11	9
20			
24			
26			
28			
30			
32			
36			

TABLE 12—MITRE SAWS

All mitre saws may be made with types L or M teeth or both

Diameter, inches	Gage and number of teeth					
	16	14	13	12	11	
6						
8						
10						
12						
14						
16						
18						
20						
24						
28						
32						
36						

TABLE 17—DADO FILLERS

Diameter, inches	Thickness and tooth type			Number of grades
	1/16 in.	1/8 in.	1/4 in.	
4	BB & CO.			1
5	do	BB & CO.	BB & CO.	2
5 1/2	do			2
6	do	BB & CO.	BB & CO.	1
7	do	do	do	2
8	do	do	do	1
9	do	do	do	1
10	do	do	do	1
11	do	do	do	1
12	do	do	do	1
14	do	do	do	1
16	do	do	do	1
18	do	do	do	1

Tolerances—
Diameter: Plus 1/32 inch, minus 1/16 inch.
Thickness: For 1st grade saws, plus 0.010 inch, minus 0.005 inch; for 2d grade saws, plus or minus 0.015 inch.

TABLE 18—REGULAR SOLID GROOVERS

Diameter	Thicknesses	Number and type of teeth
8 to 14 inches, inclusive.	3/8 to 5/8 inch inclusive	6, 8, 10, and 12 type DD teeth

TABLE 19—SMOOTH CUTTING SOLID GROOVERS

Diameter	Thicknesses	Type of sections
8 to 14 inches, inclusive.	3/8 to 5/8 inch, inclusive.	Y

TABLE 20—END MATCHERS

Diameter, inches	Thicknesses	Type of sections
6 7 8 10 12 14 16	3/8 to 5/8 inch inclusive.	EE

TABLE 21—LATHE SAWS, BLACK

Diameter, inches	Thickness	Number and type of teeth
8	9 gage	28, type FF teeth.
9	8 gage	
10	7 gage	
11	6 gage	
12	5 gage	
13	6, 4, 3, and 1 gage	
14	6, 4, 3, 2, and 1 gage, and 3/8 inch.	
15	5 gage	
16	5 gage	

Tolerance—
Diameter: Plus or minus 1/8 inch.
Thickness: Plus or minus 1/16 inch.

TABLE 22—CLOTHES PIN SAWS

These saws have irregular slots in the body for the insertion of clothes pin knives.

Diameter, inches	Gages	Number and type of teeth
12	12	40 type L teeth.
14	11	40 type X teeth.
14	9	4 sections consisting of 6 type A teeth and a raker.

Tolerance—
Diameter: Plus or minus 1/8 inch.
Thickness: Plus or minus 0.003 inch.

TABLE 23—FEED SAWS

Feed saws shall not be ground. They may be made in any diameters within the limits set forth below.

Diameter, inches	Thickness	Tooth type	Tooth spacing
8 to 8, incl.	3/16, 1/4, 5/16	M	Min. 3/16 in., max. 3/4 in.

Tolerances—
Thickness: Plus or minus 1/32 inch.

TABLE 24—THIN RIM SAWS

A thin rim saw is defined as one having a rim at least 4 gages thinner than the body or collar. Both the rim and collar shall be flat ground, and the collar shall not be smaller than 3/8 the diameter of the saw. It may be made in any diameters and gages within the limits set forth below.

Diameter, inches	Gage				Tooth types	Tooth spacing, inches
	Rim		Collar			
	Min	Max	Min	Max		
9 to 18 incl.	25	14	20	9	L, B, A, S.	(min. 1/2 max. 1 1/2)

TABLE 25—FORMED AND BEVELED TOOTH GROOVER SAWS

A formed or beveled tooth groover saw is defined as one designed to cut a special profile other than a straight line at right angles to its plane of rotation. It may be made in any sizes and thicknesses within the limits set forth below.

Diameter, inches:
3 1/2 to 20, inclusive.
Thickness, inches:
3/32 to 1 1/4, inclusive.

[F. R. Doc. 43-18799; Filed, November 24, 1943; 11:21 a. m.]

PART 3284—BUILDING MATERIALS

[Schedule II to Limitation Order L-326]

WIDE BAND SAWS

§ 3284.118 *Schedule II to Limitation Order L-326—(a) Definitions.* For the purposes of this schedule:

(1) "Producer" means any person who manufactures or in any way fabricates wide band saws.

(2) "Saw" means a band saw two or more inches wide designed and manufactured for the cutting of wood. This schedule does not apply to metal cutting saws.

(b) *Simplified practices.* (1) After November 23, 1943, no producer may begin the manufacture or fabrication

of any saw which does not conform to the kinds, widths, gages, numbers and types of teeth, and numbers of grades set forth in Appendix A of this schedule. Notwithstanding this provision, however, a producer may manufacture and fabricate non-conforming saws to fill orders which were on his books before November 23, 1943. Non-conforming saws may not be delivered or shipped by a producer after May 23, 1944.

Issued this 23d day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A

Gage designations and gage tolerances. Gages given herein are Birmingham or Stubs' wire gages. Thicknesses are subject to a tolerance of plus or minus 0.002 inch.

Width tolerances. The widths specified herein are subject to a tolerance of plus 1/2 inch, minus 0.010 inch.

Grades. Saws designated herein by an asterisk are permitted to be made in two grades. No producer may make any of the saws so designated in more than two grades, or any of the remainder in more than one grade.

Kinds of saws. All saws permitted to be produced under this schedule are identified in the following table by width, gage, and type of teeth. No other kinds or varieties may be produced, except that any of the saws listed may be furnished with the same type of teeth on both edges, with sliver teeth, or with perforations.

Types of teeth. Permitted types of teeth are identified in the table by letters which refer to illustrations shown at the end of this appendix. A producer's standard profile for any type of tooth specified herein may vary slightly from the contours illustrated, but no producer shall have more than one profile for any type of tooth specified herein.

Length of saws. Wide band saws may be made only in lengths which are multiples of six inches, with the following permitted exceptions:

Width, inches	Gage	Length
3 1/4	10	23 2
4	22, 21, 20 and 19	23 10
4 1/4	22, 21, 20, 19 and 18	23 2
5	19 and 18	23 10
9	18, 17, 16, 15 and 14	27 10
14	16	44 3
15	12 and 11	53 9
15	13, 12 and 11	53 3
16	13, 12 and 11	53 9
		59 9

* Filed as part of the original document.

TABLE 1—WIDE BAND SAWS

Width, inches	Gage	Type of teeth																			
2	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS					DA*	DB*	DC*	DD*	DE*	DF* DF* DF*
2 1/4	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS										DF* DF* DF*
2 1/2	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS		BU						DE*		V
3	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS										DF*
3 1/2	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS					BX BX BX					
4	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS		BU								
4 1/2	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS					BX BX BX					
5	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS					BX BX BX					
5 1/2	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS					BX BX BX					
6	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS					BX BX BX					
7	21 20 19 18 17	BA* BA BA BA	BB BB BB BB				BE				BS BS BS					BX BX BX					V

Width, inches	Gage	Type of teeth																			
7 1/2	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
8	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
9	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
10	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
11	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
12	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
13	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
14	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
15	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
16	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														
17	18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD* BD*	BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE* BE*				BI*														

[F. R. Doc. 43-18800; Filed, November 23, 1943; 11:21 a. m.]

PART 3284—BUILDING MATERIALS

[Schedule III to Limitation Order L-326]

NARROW BAND SAWS

§ 3284.119 *Schedule III to Limitation Order L-326*—(a) *Definitions*. For the purposes of this schedule:

(1) "Producer" means any person who manufactures or in any way fabricates narrow band saws.

(2) "Saw" means a band saw less than two inches wide designed and manufactured for the cutting of wood. This schedule does not apply to metal cutting saws.

(b) *Simplified practices*. (1) After November 23, 1943, no producer may begin the manufacture or fabrication of any saw which does not conform to the kinds, widths, gages, numbers and types of teeth set forth in Appendix "A" of this schedule. Notwithstanding this provision, however, a producer may

manufacture and fabricate non-conforming saws to fill orders which were on his books before November 23, 1943. Non-conforming saws may not be delivered or shipped by a producer after May 23, 1944.

Issued this 23d day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A

Gage designations and gage tolerances. Gages given herein are Birmingham or Stubbs' wire-gages. Thicknesses are subject to a tolerance of plus or minus 0.002 inch.

Width tolerances. The widths specified herein are subject to a tolerance of plus or minus 10 percent.

Grades. No producer shall make any of the saws permitted under this schedule in more than one grade.

Varieties of saws. All varieties of saws permitted to be produced under this schedule are identified in the following table by width, gage, and types of teeth and number per inch. No other varieties may be produced.

Types of teeth. All narrow band saws shall have teeth of either or both of the types illustrated at the end of this appendix.¹

NARROW BAND SAWS

[All narrow band saws may be made with standard and buttress or skip type teeth]

Width, inches	Gages and number of teeth per inch			
	25	22	21	20
3/16	6	4, 6		
1/4	6	4, 6	4, 5	
5/16	5	4, 5	4, 5	
3/8	5	2, 3, 4, 5	4, 5	
7/16		4	3, 4	
1/2		3, 4	2, 3, 4	3
5/8		4	3, 4	2, 3, 4
3/4				2
7/8				2
1				2

[F. R. Doc. 43-18801; Filed, November 23, 1943; 11:21 a. m.]

PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Priorities Reg. 3, as Amended, Nov. 17, 1943, Amdt. 1]

Priorities Regulation 3 (§ 944.23) is hereby amended in the following respect:

Item 56 on List B is amended to read as follows:

56. Woodworking machinery, as defined in Order L-311, costing more than \$50.00.

Issued this 25th day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-18902; Filed, November 25, 1943; 10:25 a. m.]

PART 3133—PRINTING AND PUBLISHING

[Limitation Order L-240 as Amended Nov. 25, 1943]

NEWSPAPERS

§ 3133.6 *Limitation Order L-240—(a) Definitions.* For the purpose of this order:

¹ Filed as part of the original document.

(1) "Newspaper" shall include any publication usually recognized as a newspaper in the newspaper industry regardless of the frequency of issuance.

(2) "Printing" means the act or process of impressing or otherwise transferring onto print paper any ink, color, pigment, mark, character or delineation.

(3) "Publisher" shall include, but not by way of limitation, any person issuing a newspaper.

(4) "Print paper" means any grade or quality of paper used in the printing of a newspaper, or used in the printing of material physically incorporated into a newspaper.

(5) "Net paid circulation" means the sales of a publisher's newspapers audited, or otherwise verified, in accordance with the standards of the Audit Bureau of Circulations of January 1, 1942.

(b) *General restrictions.* (1) No publisher, and no person for the account of any publisher, shall purchase, acquire or in any manner order or accept delivery of print paper except for the printing of the publisher's newspapers.

(2) In each calendar quarter commencing October 1, 1943, no publisher shall use or cause to be used for his account print paper for the publication of his newspapers in excess of his quarterly quota, which shall be determined as follows:

(i) Ascertain the weight of print paper comprising the net paid circulation of the publisher's newspapers during the corresponding calendar quarter of 1941.

(ii) Add 3% to compensate for production waste.

(iii) If this figure is 500 tons or more, deduct 10%, if it is less than 500 tons, deduct 10% of the amount in excess of 25 tons.

(3) If a publisher uses less print paper than he is permitted to use in the fourth quarter of 1943, he may increase his consumption by that amount in the first quarter of 1944.

(c) *Exceptions.* The provisions of paragraph (b) (1) and (2) hereof shall not apply to:

(1) Any newspaper which shall use 25 tons or less of print paper in any calendar quarter. The publisher of any such newspaper is authorized, in addition, to deduct from the tonnage of print paper used by him in any calendar quarter the amount of print paper used in copies of the said newspaper which he shall furnish to the armed services of the United States.

(2) Any newspaper of eight pages or less which is authorized to be admitted to the mails as second class matter under the provisions of section 521 of the Postal Laws and Regulations of 1940 (Title 39 U.S.C. sec. 229), pertaining to the publications of benevolent, fraternal, tradesunion, professional, literary, historical, and scientific organizations or societies.

(d) *Restrictions on deliveries.* (1) On and after November 1, 1943 no publisher, unless specifically authorized by the War Production Board, may order or accept delivery of print paper in any calendar month in excess of 33 1/3% of his quota for the consumption of print paper (plus 33 1/3% of any additional tonnage allowed on appeal) for the current cal-

endar quarter: *Provided, however* That orders or deliveries limited by the foregoing to a fraction of one carload may be increased to one full carload in any month.

(2) Notwithstanding the provisions of paragraph (d) (1), on and after November 1, 1943 no publisher, unless specifically authorized by the War Production Board, may order or accept delivery of print paper if his inventory of such paper on hand, available for use, or in transit is, or by virtue of such order or acceptance will become, either:

(i) In excess of two carloads or

(ii) If in excess of two carloads, more than forty days' supply in the states named in List A below or sixty-five days' supply in the states named in List B below, computed on the basis of his average daily rate of consumption during the first six months of 1943, less 10 per cent.

LIST A

Connecticut
District of Columbia
Delaware
Illinois
Indiana
Iowa
Kansas
Kentucky
Maine
Maryland
Massachusetts
Michigan
Minnesota
Missouri
Nebraska
New Hampshire
New Jersey
New York
North Dakota
Ohio
Pennsylvania
Rhode Island
South Dakota
Vermont
Virginia
West Virginia
Wisconsin

LIST B

Alabama
Arizona
Arkansas
California
Colorado
Florida
Georgia
Idaho
Louisiana
Montana
Mississippi
New Mexico
Nevada
North Carolina
Oklahoma
Oregon
South Carolina
Tennessee
Texas
Utah
Washington
Wyoming

(iii) On and after November 3, 1943, each order by a publisher for delivery of print paper shall contain substantially the following certification, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose:

The undersigned hereby certifies, subject to the criminal penalties for misrepresentation contained in section 35 (A) of the United States Criminal Code, that acceptance of the print paper covered by this delivery order will not result in a violation of paragraph (d) of War Production Board, Order L-240, as amended November 3, 1943, with which the undersigned is familiar.

No person shall deliver print paper to a publisher except upon delivery orders which bear the above certification.

(3) The foregoing restrictions apply not only to deliveries to other persons, including affiliates and subsidiaries, but also to deliveries from one branch, division, or section of a single enterprise to another branch, division, or section of the same or any other enterprise under common ownership or control.

(e) *Loans of print paper.* Any loan of print paper made by a publisher shall be reported by addressing a letter in triplicate to the War Production Board

on or before the 30th day following the date of the loan. This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(f) *Miscellaneous provisions*—(1) *Applicability of regulations*. This order and all transactions affected by it are subject to all applicable regulations of the War Production Board, as amended from time to time.

(2) *Appeals*. Any appeal from the provisions of this order shall be made by filing a letter in duplicate, referring to the particular provision appealed from, and stating fully the grounds of the appeal.

(3) *Communications to the War Production Board*. All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Printing and Publishing Division, Washington 25, D. C. Ref. L-240.

(4) *Violations*. Any person who willfully violates any provision of this order, or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 25th day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 1

PRINT PAPER

"Print paper" as used in this order, includes paper reclaimed wholly or partly from white or printed waste, as well as new paper made from virgin fibers. (Issued July 24, 1943)

INTERPRETATION 2

NEWSPAPERS

Paragraph (d) (1) of Order L-240 (§ 3133.6) restricts the tonnage of print paper which a publisher may accept in any month. If this amount works out to a whole number of carloads plus a fraction of another carload, a publisher may carry the fraction over into the next month. Thus, if a publisher's quarterly quota of print paper would fill 25½ freight cars, he would be permitted to accept 8½ carloads per month. However, if he accepts only 8 carloads in the first month he may accept 9 in the next month. (Issued Aug. 17, 1943)

INTERPRETATION 3

Paragraph (d) (2) of Order L-240 (§ 3133.6) limits the inventory of print paper which a publisher may carry. As used in this paragraph, "Inventory" includes paper on hand, available for use, and in transit. If print paper in inventory is destroyed or damaged to such an extent that it becomes unusable, whether this occurs while the paper is in transit or after it has reached its destination, the publisher may accept delivery of additional paper to replace that which he was unable to use. This will not constitute

a violation of paragraph (d) (2). (Issued Aug. 25, 1943)

[F. R. Doc. 43-18907; Filed, November 25, 1943; 10:25 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Revocation of Direction 80]

COPPER WATER TUBING

Direction 30 to CMP Regulation No. 1 is hereby revoked.

Issued this 25th day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-18904; Filed, November 25, 1943; 10:25 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 9A]

PARTS AND MATERIALS FOR REPAIRMEN

§ 3175.9a *CMP Regulation 9A*—(a) *What repairmen can buy materials and parts under this regulation*. Anyone in the business of making repairs may buy materials and parts under this regulation. This includes such persons as farm machinery repair shops, blacksmiths shops, electricians, radio repair shops, plumbers, refrigeration repair shops, boiler repair shops, motor rewinders, electrical contractors, automotive repair shops, upholstery repair shops, bicycle repair shops, and carpenters. It also includes repair shops which are owned by the persons for whom the repair work is done if that person can segregate the purchases of his repair shop from his other purchases.

(b) *How much materials a repairman can buy*. Each calendar quarter a repairman may buy, under this regulation, up to 20 tons of carbon and alloy steel, a total of 500 pounds of copper and copper base alloy brass mill and foundry products, and 200 pounds of aluminum, in the forms listed in Schedule I. In addition, refrigeration repairmen, domestic appliance repairmen, electricians, electrical contractors, and radio repairmen may buy \$150 worth of copper wire, or one-eighth of what they used in making repairs in 1941 (figured as accurately as possible by dollar value) whichever is more. A repairman may buy as much other material and repair parts as he needs for his maintenance and repair work.

(c) *How to buy materials under this regulation*. (1) When buying materials and parts under this regulation a repairman must put on his order a certification in substantially the following form:

CMP Allotment Symbol V-3; Preference Rating AA-3

The undersigned purchaser certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board, that, to the best of his knowledge and belief, the undersigned is authorized under applicable War Production Board regulations or orders

to place this delivery order, to receive the items ordered for the purpose for which ordered, and to use any preference rating or allotment number or symbol which the undersigned has placed on this order.

He must sign the certification himself, or as described in Priorities Regulation No. 7. An order for controlled materials bearing this certification is an authorized controlled material order under all CMP regulations.

(2) If a repairman does repair work for persons who have the right to use a preference rating higher than AA-3 to buy non-controlled materials and parts for their own maintenance, and repair, the repairman may use that rating to buy what he needs to do their work or to replace in inventory what he has already used for that purpose.

(d) *How a repairman can get more controlled materials*. (1) The War Production Board may authorize repairmen who do work primarily of an industrial nature to buy up to 2000 pounds of copper wire and a total of 2000 pounds of copper and copper base alloy brass mill and foundry products, and to use the preference rating AA-2. To get this authority, a repairman must apply to the War Production Board, Reference CMP Regulation No. 9A, Washington (25), D. C., by letter giving information showing what kind of work he is doing, and what kind of customers he has.

(2) If a repairman needs to buy more controlled materials a quarter than he can get under this regulation including what an industrial repairman can get under paragraph (1) he should fill out and send Form CMP-4B to the War Production Board, Washington (25) D. C. The War Production Board may allot him controlled materials and assign him a preference rating. If he gets an allotment, he may not buy any controlled materials or non-controlled materials or parts under this regulation.

(e) *What kind of work a repairman may do with materials or parts bought under this regulation*. A repairman may use what he buys under this regulation only to do maintenance and repair work. He may not use what he buys to make products, such as repair parts, which he does not expect to use himself in making repairs.

(f) *Restrictions on inventory*. A repairman may not accept delivery of any item of parts or materials bought under this regulation if his inventory of that item of parts or materials is or would be by accepting delivery become larger than he needs to continue his repair and maintenance service for a 60-day period, according to his current method of operation. A repairman may not accept delivery of any item of copper wire if his inventory of that item is or would be by accepting delivery become more than he needs for a 15-day period. However, if the supply of any item which he has on hand is less than the permitted amount, he may accept delivery of the smallest commercial amount of that item which his distributor normally sells, even if that will increase his supply beyond the amount specified.

(g) *Effect of other orders and regulations*. (1) Repairmen buying and using

parts and materials under this regulation are subject to all applicable provisions of the other orders and regulations of the War Production Board as amended from time to time. Attention is specifically called to the provisions of Conservation Order M-9-c and M-9-c-4 which limit the use of copper, Order M-1-1 which limits the use of aluminum, Order M-126 which limits the use of steel, and Order L-41 which forbids construction (including wiring and piping) except under certain conditions. Information concerning these orders can be secured from the nearest War Production Board field office.

(2) No item appearing on List A or B of Priorities Regulation No. 3, (such as automotive repair parts) may be bought under this regulation.

(3) Certain orders of the War Production Board require special applications for some materials and parts. An example of this type of order is M-328, Textiles. A repairman will not be able to buy these materials and parts under this regulation. Generally his supplier can tell him if a special application is needed.

(h) *Communications.* Any communications or appeals under this regulation should be made by writing a letter to the War Production Board, Reference CMP Regulation 9A, Washington (25), D. C.

Issued this 25th day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE I¹

STEEL

Carbon steel (including wrought iron)

Bars, cold finished.
Bars, hot rolled.
Ingots, billets, blooms, slabs, die blocks, tube rounds, skelp, and sheet and tin bar.
Pipe, including threaded couplings of the types normally supplied on threaded pipe by pipe mills.
Plates.
Rails and track accessories.
Sheets and strip.
Steel castings.
Structural shapes and piling.
Tin plate, terne plate, and tin mill black plate.
Tubing.
Wheels, tires, and axles.
Wire rods, and wire products.

Alloy steel (including stainless)

Bars, cold finished.
Bars, hot rolled.
Ingots, billets, blooms, slabs, die blocks, tube rounds, sheet bar.
Pipe including threaded couplings of the types normally supplied on threaded pipe by pipe mills.
Plates.
Track accessories.
Sheets and strip.
Structural shapes.
Steel castings.
Tubing.
Wheel, tires and axles.
Wire rods, wire, and wire products.

COPPER AND COPPER-BASE ALLOY PRODUCTS

I. *Brass mill products* (for the purpose of this regulation)

Alloy sheet and strip:

Alloy plate, sheet, and strip (including strip equivalent of ammunition cups and discs).

Alloy rods, bars and wire including extruded shapes:

Alloy rods, bars and wire (including extruded shapes and ammunition slugs).

Alloy seamless tubing and pipe:

Alloy seamless tubing and pipe.

Brass mill copper products:

Plate, sheets, and strip.
Rods, bars, and wire including extruded shapes (not including wire bars and ingot bars, or rod and wire for electrical conduction).
Tube and pipe.

II. Wire mill copper products:

Wire and cable (bare, insulated, armored, and copper-clad steel) for electrical conduction.

III. Foundry copper and copper-base alloy products:

Castings (before machining).
Powder (copper or copper-base alloy).

ALUMINUM

Rod, bar, wire and cable:

Rod and bar.
Wire (wire covers maximum diameter under $\frac{3}{8}$ " in rounds, ovals, squares, hexagons, octagons, and rectangles).
Cable (electrical transmission only).

Rivets:

Rivets.

Forgings, pressings and impact extrusions:

Forgings and pressings (before machining).
Impact extrusions.

Castings:

Cylinder head castings for air-cooled engines.
Heat treated sand castings, except cylinder heads.
Non-heat treated sand castings.
Heat treated permanent mold castings.
Non-heat treated permanent mold castings.
Cold-chamber die castings.
Gooseneck die castings.
Other castings (including rotor, centrifugal, plaster, etc.).

Shapes, rolled or extruded:

Rolled structural shapes (angle, channels, zees, tees, etc.).
Extruded shapes.

Sheet, strip, plate and foil:

Sheet, strip and plate.
Foil (0.005" and thinner).

Tubing and tube blooms:

Tubing.
Tube blooms (tube redraw stock).

Ingot and powder:

Powder.
High-grade ingot.
Low-grade ingot.

[F. R. Doc. 43-18903; Filed, November 25, 1943; 10:25 a. m.]

PART 3289—RADIO AND RADAR

[General Limitation Order L-265 as Amended Nov. 25, 1943]

ELECTRONIC EQUIPMENT

The fulfillment of requirements for the defense of the United States has created a shortage in the supply for defense, for private account, and for export, of electronic equipment; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3289.31 *General Limitation Order L-265—(a) Definitions.* For the purpose of this order:

(1) "Person" means any individual, partnership association, business trust, corporation, or any organized group of individuals whether incorporated or not.

(2) "Manufacture" means produce, fabricate or assemble electronic equipment, or perform any act or operation upon electronic equipment so as to modify or convert it from one to another type, use or mode of operation, but shall not include acts incidental to the maintenance or repair of electronic equipment.

(3) "Electronic equipment" means any electrical apparatus or device involving the use of vacuum or gaseous tubes and any associated or supplementary device, apparatus or component part therefor, and shall include any acoustic phonograph and component parts therefor. The term shall not include:

- (i) Hearing aid devices;
- (ii) Wire telephone and telegraph equipment;
- (iii) Electric batteries;
- (iv) Power and light equipment;
- (v) Medical, therapeutic, x-ray and fluoroscopic equipment other than replacement electron tubes therefor;
- (vi) Phonograph records and needles;
- (vii) Automotive maintenance equipment as defined in Limitation Order L-270;

(viii) Incandescent, fluorescent and other electric discharge lamps, as defined in Limitation Order L-28; and rectifier tubes, as defined in Limitation Order L-264.

(4) "Preferred order" means any order for delivery to or for the account of the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Civil Aeronautics Administration, the National Advisory Committee for Aeronautics, the Office of Scientific Research and Development, Defense Supplies Corporation, Metals Reserve Company, any foreign country pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act) or any order bearing a preference rating of AA-4 or higher.

(5) "Transfer" means sell, lease, trade, give, deliver, or physically transfer in any way so as thereby to make available for the use of a person other than the transferor, but shall not include the transfer of electronic equipment by one person to another person for repair or storage thereof nor the return of such equipment to the owner thereof (or his agent).

(6) "Producer" means any person to the extent engaged in the manufacture of electronic equipment for transfer or for commercial use.

(7) "Supplier" means any person to the extent that his business consists in whole or in part of the sale, distribution or transfer from stock or inventory of electronic equipment, and includes wholesalers, distributors, jobbers, dealers, retailers, servicemen, branch warehouses or other distribution outlets controlled by producers and other persons performing a similar function.

(8) "Consumer" means any person who owns, operates or purchases electronic equipment for his own use.

¹ This schedule is identical in substance with Schedule I of CMP Regulation 1.

(b) *Restrictions.* (1) No producer shall manufacture any electronic equipment except:

(i) To fill preferred orders, or
(ii) To fulfill, under the Controlled Materials Plan, an authorized production schedule or authorized program, as defined in CMP Regulation 1.

(2) No producer or supplier (other than Defense Supplies Corporation) shall transfer any electronic equipment to any consumer, nor shall any consumer accept the transfer of any electronic equipment from any producer or supplier (other than Defense Supplies Corporation) except:

(i) To fill preferred orders, or
(ii) To fill orders bearing a preference rating of A-1-a or higher, or

(iii) To fill an order for any component part of electronic equipment provided the consumer delivers to the producer or supplier concurrently with the transfer a used, defective or exhausted part of similar kind and size which cannot be repaired or reconditioned; or, when circumstances render the delivery of a part for a part impractical, provided the consumer's purchase order (or written confirmation thereof) is accompanied by a certificate in substantially the following form signed by the consumer:

CONSUMER'S CERTIFICATE

I hereby certify that the part(s) specified on this order are essential for presently needed repair of electronic equipment which I own or operate.

Signature and Date

(3) No producer or supplier shall transfer any electronic equipment to any supplier, nor shall any supplier accept the transfer of any electronic equipment from any producer or supplier, except:

(i) To fill preferred orders, or
(ii) To fill orders bearing a preference rating of A-1-a or higher or

(iii) To fill an order for component parts of electronic equipment required by the receiving supplier for the repair of electronic equipment then in his possession, or to replace in the inventory of the receiving supplier parts similar in kind and equal in number which have been delivered on or after the 24th day of April 1943 by the receiving supplier to consumers against defective or exhausted parts or consumer's certificates, or to other suppliers against supplier's certificates, as specified in this order; provided the purchase order is accompanied by a certificate in substantially the following form signed by the receiving supplier:

SUPPLIER'S CERTIFICATE

I hereby certify that I am entitled to purchase the items specified on the accompanying purchase order under the provisions of Limitation Order L-265, with the terms of which I am familiar.

Signature and Date

The producer or supplier to whom the above certificate is furnished shall be entitled to rely thereon as evidence that the purchase order is within the provisions of this paragraph (b) (3) (iii) unless he has knowledge or reason to believe that it is false.

(4) No producer or supplier shall retain in his inventory, possession or control, for more than sixty (60) days, any used, defective, exhausted or condemned parts which cannot be reconditioned; but must dispose of them for salvage where practical, or destroy such parts as have no practical salvage value.

(5) After June 30, 1943, no person shall mark radio receiving type tubes with the symbol "MR" except when authorized or directed to do so by the War Production Board. No person shall use radio receiving type tubes which are marked "MR" in the manufacture of electronic equipment to fill any preferred order. No person shall transfer or accept the transfer of such tubes on any preferred order or any other order bearing a preference rating, except rated purchase orders for export. No producer shall transfer for export in any calendar quarter a quantity in excess of fifteen (15%) percent of his production of such tubes during that calendar quarter. Producers of such tubes may transfer them to each other without restriction.

(c) *Exceptions.* (1) The provisions of this order shall not apply:

(i) To the transfer of any finished product of the following kinds which was produced and designed for home use and the manufacture of which was completed on or before the 24th day of April 1943, to wit: radio receiving sets; phonographs and record players; sound motion picture projectors.

(ii) To transfers of electronic equipment which transfers are made on or before the 23d day of June 1943 pursuant to purchase orders placed prior to the 24th day of April 1943.

(iii) To the lease of electronic equipment to any person by any person: *Provided*, That the lessor was actually engaged in the leasing of such equipment as a normal incident and part of his established business prior to the 24th day of April 1943.

(iv) To the transfer of any finished product of the following kinds, the manufacture of which was completed on or before the 24th day of April 1943: automobile radio receiving sets designed for the reception of standard broadcasts; automatic phonographs as defined in Limitation Order L-21.

(v) To transfers of radio antennae; antenna couplers; power supplies and battery cables for battery type home radio receivers; automobile radio control assemblies, loudspeakers and cables; electric fence exciters; or musical instruments (other than phonographs and radios) which involve the use of vacuum or gaseous tubes and the manufacture of which was completed on or before the 24th day of April 1943.

(vi) To gratuitous transfers of electronic equipment to or for the account of War Emergency Radio Service by any person; and to the manufacture or transfer of electronic equipment for the account of War Emergency Radio Service by any individual who is not a commercial producer or supplier of electronic equipment.

(vii) To transfers of blank recording discs and cutting styli.

(2) The War Production Board may from time to time specifically authorize in writing exceptions to the provisions and restrictions of paragraphs (b) (2) and (b) (3) hereof.

(d) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board as amended from time to time.

(e) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(f) *Violations.* Any person who willfully violates any provision of this order, or who in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priorities control and may be deprived of priorities assistance.

(g) *Communications.* All reports to be filed, appeals and other communications, concerning this order, should be addressed to War Production Board, Radio and Radar Division, Washington 25, D. C., Ref: L-265.

Issued this 25th day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-18906; Filed, November 26, 1943;
10:25 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER¹

[General Conservation Order M-277 as
Amended Nov. 25, 1943]

VEGETABLE TANNING MATERIALS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of certain imported and domestic vegetable tanning materials for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3290.281¹ *General Conservation Order M-277—(a) Applicability of priorities regulations.* This order and all transactions affected thereby are subject to all the applicable provisions of all the priorities regulations of the War Production Board, as amended from time to time.

(b) *Definitions.* For the purposes of this order:

(1) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not.

¹Formerly Part 3163, § 3163.1.

(2) "Vegetable tanning materials" means the materials and extracts (including blends and combinations thereof) on the following list:

Domestic raw materials and extracts

California oak bark
Chestnut oak bark
Chestnut wood
Hemlock bark
Sumac

Foreign raw materials and extracts

Algarobilla (pods)
Divi-divi (pods)
Gambier
Hemlock bark
Mangrove bark
Myrobalans (nuts)
Quebracho wood
Supac
Tara pods
Tara powder
Urunday
Valonia beads and cups
Wattle or mimosa bark

(3) "Processor" means any person who consumed during 1942, or who hereafter consumes, more than 500 tan units of chestnut extract or more than 2,500 tan units of all vegetable tanning materials during any one calendar month for the production of leather, furs, pharmaceuticals, crude petroleum oil or any product for treating water, or for any other purpose.

(4) "Inventory" means a processor's vegetable tanning materials within the continental United States (the 48 States and the District of Columbia) including materials in customs bond destined for use in the continental United States, except:

(i) Tan yard liquors.

(ii) Domestic wood, bark or other extract producing raw materials not yet delivered to the purchaser thereof.

(5) "Tan unit" means one pound of 100% tannin as determined by the analytical methods of the American Leather Chemists Association.

(6) "Tan yard liquor" means an aqueous infusion of vegetable tanning materials currently being used in contact with hides and skins to produce leather.

(7) "Supplier" means any person who produces vegetable tanning materials and any person (including a dealer but excluding governmental corporations) who purchases such materials for resale, with or without alteration or blending.

(c) *Non-applicability of inventory restrictions in other regulations and orders.* No person shall be subject to any inventory restrictions contained in any other regulation or order of the War Production Board in making or accepting deliveries of vegetable tanning materials: *Provided, however* That no processor shall sell or deliver any part of his present or future inventory of any vegetable tanning material except as provided in Priorities Regulation No. 13.

(d) *Restrictions on the use of tanning materials.* Except as specifically permitted by the War Production Board

in writing, (1) No processor shall use any vegetable tanning material for any purpose other than the following:

(i) The processing of leather.

(ii) The manufacture of pharmaceutical products.

(iii) The manufacture of tannic, gallic and pyrogalllic acid.

(iv) The manufacture of water treatment materials (not containing chestnut extract)

(v) The drilling of wells by the petroleum industry (using only quebracho or urunday extract)

(2) [Deleted Nov. 25, 1943]

(e) *Restrictions on deliveries of chestnut extract.* (1) After January 1, 1944, no processor or supplier shall purchase or accept delivery of chestnut extract except as authorized by the War Production Board. Application for such authorization shall be made on Form WPB-3357 on or before the 5th day of the month preceding that during which delivery is desired.

(2) After January 1, 1944, no supplier, except as may be authorized by the War Production Board, shall sell or make any delivery of chestnut extract (i) to any processor (ii) to another supplier, or (iii) to his own tannery or processing or blending plant. Application for such authorization shall be made by the supplier on Form WPB-3356 on or before the 15th day of the month preceding that during which he wishes to make delivery.

(3) In making allocations to processors, the War Production Board will be guided by:

(i) The purpose for which the chestnut extract is to be used;

(ii) The quantities of hides and skins available to such processors, if such processors are tanners;

(iii) Current inventories of chestnut extract.

(4) In making allocations to suppliers, the War Production Board will be guided by:

(i) The purpose for which the chestnut extract is to be used;

(ii) Past purchases of chestnut extract by a given supplier relative to the total production of chestnut extract during the same period.

(5) Conditions relating to the use of chestnut extract may be made a part of any allocation.

(f) *Restrictions on use of chestnut extract in blends and sale thereof.* After November 25, 1943, no supplier shall increase the proportion of chestnut extract in any blend for resale over the proportion used for such purposes during the calendar year 1942.

(g) *Equitable distribution.* In making sales or deliveries of any vegetable tanning material, no person shall make

discriminatory cuts in quality or quantity between customers who meet such person's established prices, terms and credit requirements, or between customers and his own consumption of said materials.

NOTE: Former paragraphs (e), (f), (g), (h), (i) redesignated (h), (i), (j), (k), (l) Nov. 25, 1943.

(h) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

(i) *Communications to the War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Textile, Clothing and Leather Division, Washington 25, D. C., Reference: M-277.

(j) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(k) *Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, purchases, production and sales.

(l) *Reports.* All persons affected by this order shall execute and file with the War Production Board such reports and questionnaires as may be required by said Board from time to time, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 25th day of November 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A [Deleted Nov. 25, 1943]

[F. R. Doc. 43-18905; Filed, November 25, 1943; 10:25 a. m.]

Chapter XI—Office of Price Administration

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 423, Cor. to Amdt. 8]

RETAIL CEILING PRICES ON FOODS SOLD IN GROUP 1 AND 2 STORES

The references to section 29 (a) (3) and section 29 (b) (3) in Amendment 8 to Maximum Price Regulation No. 423 are corrected to read section 28 (a) (3) and section 28 (b) (3), respectively.

* 8 F. R. 9407, 10570, 10938, 12443, 12511, 13294, 14854.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator

[F. R. Doc. 43-18885; Filed, November 24, 1943;
4:34 p. m.]

PART 1385—NAVAL STORES

[MPR 446,¹ Amdt. 1]

PINE TAR AND PINE TAR OIL

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 446 is amended in the following respects:

1. Section 9 (a) is amended by inserting between the definitions of "Dealer" and "Person" the following definition:

"Drums" or "barrels" as used in appendix A refers only to drums and barrels having a capacity of over five gallons.

2. Appendix A is amended to read as follows:

APPENDIX A—MAXIMUM PRICES FOR PINE TAR OR PINE TAR OIL

(a) *Sales by producers.* The maximum prices for sales of pine tar or pine tar oil by producers shall be as follows:

(1) *In tank cars:*

Per gallon

Zone A..... 27¢ delivered.

Zone B..... 25¢ delivered.

Zone C..... 22½¢ f. o. b. producer's plant.

Zone D..... 29½¢ delivered.

(2) *In carload lots consisting of drums or barrels:* The following differentials may be added to the prices set forth in subparagraph (1)

Per gallon

Carload, drums.... 5¼¢ (drums extra).

Carload, barrels.... 8¼¢ (barrels included).

(3) *In less than carload lots consisting of drums or barrels:*

(1) *F. O. B. producer's plant:*

Per gallon

Less than carload, 29¼¢ (drums extra).

drums.

Less than carload, 82¼¢ (barrels included);

barrels.

(11) *F. O. B. producer's warehouse, if any, in cities listed below:*

(a) *Less than carload, drums (drums extra)*

Cents
Per gallon

Akron, Ohio..... 36¾

Chicago, Illinois..... 38¾

Cleveland, Ohio..... 36¾

Detroit, Michigan..... 36¾

Indianapolis, Indiana..... 36¾

Los Angeles, California..... 42¼

New York, New York..... 38¼

Pittsburgh, Pennsylvania..... 36¾

St. Louis, Missouri..... 35¾

San Francisco, California..... 42¼

Seattle, Washington..... 44¾

Trenton, New Jersey..... 36¾

*Copies may be obtained from the Office of Price Administration.

¹ 8 F.R. 11375.

(b) *Less than carload, barrels (barrels included)*

The following differential may be added to the prices set forth in subparagraph (a)

Cents
Per gallon

Less than carload, barrels..... 3

(4) *To dealers.* A sale by a producer to a dealer for resale shall be made at the maximum prices established in subparagraphs (1), (2), and (3) above, less any customary discount allowed by that producer to the same class of dealer during March 1942, or if there were no sales to dealers in March 1942, any customary discount allowed during the first month prior to March 1942 in which there were such sales. If the producer has never sold pine tar or pine tar oil to dealers, he shall apply the discounts on such sales of his most closely competitive seller who is a producer.

(b) *Sales by dealers.* The maximum price for a sale by a dealer of pine tar or pine tar oil shall be the dealer's maximum price for a sale of pine tar or pine tar oil established by the General Maximum Price Regulation including any order issued thereunder, or the maximum price computed pursuant to the first applicable method set forth below, whichever is higher:

(1) The dealer's maximum price for a sale of pine tar or pine tar oil established by the General Maximum Price Regulation plus any increase in the price which he is required to pay to the producer from whom he purchases under the provisions of paragraph (a) of this appendix over the highest price paid by him to that producer for such pine tar or pine tar oil during March 1942, or, if no purchases were made by him during March 1942 from such producer, during the last calendar month of 1942 prior thereto during which such purchases were made by him.

(2) Where a dealer is unable to determine his maximum price for pine tar or pine tar oil under subparagraph (1) of this paragraph (b), the maximum price established by this regulation for a sale of such pine tar or pine tar oil by his most closely competitive seller.

(c) *Credit.* The maximum prices set forth in this regulation shall not be increased by any charges for credit.

(d) *Containers.* (1) The maximum prices set forth in this appendix do not include drums. If the seller sells the drums as well as their contents, he may make an additional charge for drums. This charge may not exceed the cost of such drums or the applicable maximum price established for such drums, whichever is lower.

(2) The maximum prices set forth in this appendix include barrels. The seller may, however, require the buyer to return barrels, but where he does so the maximum prices for the contents of such barrels as established by this appendix, shall be decreased by an amount equal to the maximum price established by the applicable regulation for used barrels of the same kind in good condition, f. o. b. buyer's place of business.

(3) If the seller does not sell the drums or barrels he may require a reasonable deposit to insure their return, but such deposit must be refunded to the buyer upon return of the drums or barrels in good condition within a reasonable time. Transportation costs with respect to the return of empty drums or barrels to the seller shall in all cases be borne by the seller.

This amendment shall become effective November 30, 1943.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator

[F. R. Doc. 43-18894; Filed, November 24, 1943;
4:32 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Rent Reg. for Housing,¹ Amdt. 12]

INTERIM ORDERS

Section 5 (f) of the Rent Regulation for Housing is amended to read as follows:

(f) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) or (d) of this section, or a proceeding is initiated by the Administrator under paragraph (d) the Administrator may enter an interim order increasing or fixing the maximum rent until further order, subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

This amendment shall become effective November 25, 1943.

(56 Stat. 23, 765)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 43-18887; Filed, November 24, 1943;
4:34 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Rent Reg. for Hotels and Rooming Houses,¹ Amdt. 8]

INTERIM ORDERS

Section 5 of the Rent Regulations for Hotels and Rooming Houses is amended by adding a new paragraph (e) to read as follows:

(e) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) or (d) of this section, or a proceeding is initiated by the Administrator under paragraph (d) the Administrator may enter an interim order increasing or fixing the maximum rent until further order, sub-

¹ 8 F.R. 7322, 9020, 9021, 10618, 10741, 12025, 12660, 12622, 12693, 12795, 13390, 14670, 14815.

² 8 F.R. 7334, 9019, 9021, 10618, 10739, 11101, 12025, 12795, 14676, 14814.

ject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

This amendment shall become effective November 25, 1943.

(56 Stat. 23, 765)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 43-18889; Filed, November 24, 1943;
4:34 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Rent Reg. for Housing, Miami Area,¹
Amdt. 2]

INTERIM ORDERS

Section 5 (f) of the Rent Regulation for Housing in the Miami Defense-Rental Area is amended to read as follows:

(f) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) or (d) of this section, or a proceeding is initiated by the Administrator under paragraph (d) the Administrator may enter an interim order increasing or fixing the maximum rent until further order, subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

This amendment shall become effective November 25, 1943.

(56 Stat. 23, 765)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 43-18888; Filed, November 24, 1943;
4:34 p. m.]

¹ 8 F.R. 13118, 14047.

PART 1388—DEFENSE-RENTAL AREAS

[Rent. Reg. for Hotels and Rooming Houses, Miami Area,¹ Amdt. 1]

INTERIM ORDERS

Section 5 (e)⁴ of the Rent Regulation for Hotels and Rooming Houses in the Miami Defense-Rental Area is amended to read as follows:

(e) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) or (d) of this section, or a proceeding is initiated by the Administrator under paragraph (d), the Administrator may enter an interim order increasing or fixing the maximum rent until further order, subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

This amendment shall become effective November 25 1943.

(56 Stat. 23, 765)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 43-18886; Filed, November 24, 1943;
4:34 p. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5E,² Amdt. 1]

MILEAGE RATIONING: GASOLINE REGULATIONS FOR PUERTO RICO

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5E is amended in the following respects:

1. Section 7.8 (a) is amended to read as follows:

(a) No gasoline contained in the fuel tank of any licensed motor vehicle, inboard motorboat, outboard motor, or non-highway equipment shall be transferred therefrom to the fuel tank of any licensed motor vehicle, or of any inboard motorboat, outboard motor, or non-highway equipment operated in Puerto Rico, or to any other containers; *Provided,*

*Copies may be obtained from the Office of Price Administration.

¹ 8 F.R. 14043.

² 8 F.R. 9975.

however That such transfers of gasoline may be made to other containers while such vehicles are undergoing repairs, upon the completion of which the gasoline so transferred must be poured back into said fuel tanks.

2. Section 7.10 is amended to read as follows:

SEC. 7.10 *Restriction on transfers between dealers, intermediate distributors, and oil companies.* (a) Except as provided in section 7.11, no dealer, intermediate distributor, or oil company shall transfer or offer to transfer to or shall receive a transfer of gasoline from any other dealer, intermediate distributor or oil company, except in exchange for a quantity of valid exchange certificates on Form OPA R-548, issued by local Boards, at or before the time of actual delivery of the gasoline, equal in gallonage value to the amount of gasoline so transferred: *Provided, however* That nothing herein contained shall be interpreted as prohibiting transfers of gasoline between oil companies on condition that such oil companies shall render to the Director, within the first ten days of every month, a full report showing the inter-company transfers of gasoline made during the previous month.

This amendment shall become effective December 1, 1943.

(Pub. Law 671, 76th Cong., as amended by Pub. Law 89, 77th Cong., and by Pub. Law 507, 77th Cong., Pub. Law Nos. 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871, WPB Directive 1, Supp. Dir. 1-J, 7 F.R. 562)

Issued this 24th day of November 1943.

JORGE L. CORDOVA,
Director for Puerto Rico.

Approved:

JAMES P. DAVIS,
Regional Administrator,
Region IX.

[F. R. Doc. 43-18290; Filed, November 24, 1943;
4:34 p. m.]

PART. 1399—CONSTRUCTION, OIL FIELD, MINING AND RELATED MACHINERY

[MPR 134,¹ Amdt. 13]

CONSTRUCTION AND ROAD MAINTENANCE EQUIPMENT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1399.14 of Maximum Price Regulation 134 is amended by the addition of paragraph (f) to read as follows:

(f) Notwithstanding any contrary provisions of this regulation, a bare rental

¹ 7 F.R. 3203, 3411, 3447, 7001, 8386, 9054, 6348, 9785, 8 F.R. 1975, 3783, 5931, 9140, 10759, 12544, 13127.

contract between any war procurement agency, or any prime contractor in his operation under a fixed-fee contract with such agency, and any other person, may provide for the assumption by the lessee of the duty to make all repairs and replacements at his own cost and expense in the degree to which the lessee's use and possession of the equipment contribute to the necessity for such repairs and replacements, provided that the rental in such event shall not exceed 85% of the applicable maximum rental rate set forth in §§ 1399.15 or 1399.16. By way of illustration but not limitation, such a lessee may be required to pay the entire cost of a repair or replacement necessitated by climatic conditions, fire, flood, tornado, etc., while the equipment is or was in his possession, and the normal wear and tear resulting from his use, and may be required to pay rental during the repair period. He may be required to pay a proportion of the cost of tractor tracks, for example, based upon his operating-hour use as compared with the normal operating-hour life of the tracks. However, he shall not be required to pay for repair or replacement due to pre-existing or hidden defects, as for example, a break in the bull-gear of a power shovel where the fracture is clearly an old one attributable to a previous use, or to defective material, nor would he be required to pay rental during the repair period.

This amendment shall become effective November 30, 1943.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator

[F. R. Doc. 43-18895; Filed, November 24, 1943;
4:33 p. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[RMPR 183, Amdt. 18]

PUERTO RICO

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 183 is amended in the following respects:

1. Section 22 Table 6a is added to read as follows:

*Copies may be obtained from the Office of Price Administration.

¹ 8 F.R. 9532, 10763, 10906, 11437, 11847, 12549, 10937, 12632, 13165, 13847, 14090, 14765, 15195.

TABLE 6A—MAXIMUM PRICES FOR CERTAIN CANNED PORK PRODUCTS

	Unit	To wholesaler	At wholesale	At retail
Chopped ham—sliced	Case 24/24 oz. can.....	\$13.60	\$14.80	Per unit \$0.77
	Case 24/2-1/2# can.....	24.75	27.00	1.40
	Case 48/12 oz. can.....	16.30	17.75	0.49
	Case 9/6# can.....	22.25	24.25	3.34
Pork luncheon meat	Case 48/12 oz. can.....	15.45	16.85	0.43
	Case 12/6# can.....	28.75	31.35	3.29

2. Section 20 Table 3 is amended by changing the prices of one brand under each of the categories "Canned apples" "Canned fruit cocktail" "Canned peaches" and "Canned pineapple" and by adding a new type under the category "Canned peaches" all to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per container)
Canned apples: S & W (BAK-A Special)	Case of 6/10 cans.....	\$5.20	\$5.85	\$1.23
Canned fruit cocktail: S & W	Case of 6/10 cans.....	6.10	7.35	1.67
Canned peaches: Yellow Cling (Sliced) Century: S & W	Case of 6/10 cans.....	5.75	6.60	1.43
Century Yellow Cling (Halves): S & W	Case of 6/10 cans.....	5.75	6.45	1.33
Canned pineapple: Sliced: S & W	Case of 24/12 1/2 cans.....	6.55	7.40	0.40
S & W	Case of 24/12 cans.....	5.30	6.10	0.33

3. Section 21 Table 4 is amended by adding a new brand to the category "Pear juice" and by adding the categories "Apricot juice" and "Apple juice" to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per container)
Pear juice: S & W	Case of 24/12 oz. cans.....	\$2.60	\$2.85	\$0.13
Apricot juice: S & W	Case of 24/12 oz. cans.....	2.60	2.85	0.16
Apple juice: S & W	Case of 24/12 oz. bottles.....	4.30	4.95	0.20

4. Section 24 Table 8 is amended by changing the prices of "Tomato puree: S & W" to read as follows:

Item and brand name	Unit	Price to wholesaler	Price at wholesale	Retail price (per container)
Tomato puree: S & W	Case of 6/10 cans.....	\$4.40	\$5.05	\$1.10

5. Section 24 Table 9 is amended by adding a new brand to the category "Tomato juice" to read as follows:

Item and brand name	Unit	Price to wholesaler	Price at wholesale	Retail price (per container)
Tomato juice: Hurff	Case of 48/13 1/2 oz.....	\$4.00	\$4.50	\$0.12

6. Section 25 Table 10 is amended by adding a new type to each of the categories "Canned asparagus" and "Canned beans" to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per container)
Canned asparagus: Cut, spear: Ritter	Case of 24/19 oz. cans.....	\$7.00	\$8.75	\$0.47
Canned beans: Vegetaria baked beans: Heinz	Case of 24/17 1/2 oz. jars.....	3.40	3.60	0.21

7. Section 29 Table 15 is amended by adding six new types and by adding a new size to the type "National sodas" to read as follows:

Brand	Container type and size	To whole- salers	At whole- sale	At retail (per con- tainer)
		Per doz. containers		
National Sodas.....	5 lb. carton.....	\$11.85	\$13.00	\$1.35
Vories Puritan Sodas.....	5 lb. carton.....	10.35	11.40	1.19
Loose Wiles Cream Lunch.....	Cartons 4/8# cartons.....	18.85	20.70	2.15
Nabisco Royal Lunch.....	Cartons 6/7 1/4# pkgs.....	10.75	18.45	1.92
Nabisco Gem Biscuit Small.....	Cartons 6/3 3/4# tins.....	11.05	12.80	1.33
		Per carton		
Keebler Butter Thin Biscuits.....	Cartons 45/12 oz. pkgs.....	10.50	11.35	0.20
Keebler Milk Lunch Biscuits.....	Cartons 24/16 oz. pkgs.....	5.50	6.05	0.32

8. Section 32 Table 18a is amended by adding four new brands to the category "Olive oils" to read as follows:

Items and brand names	Container Size and Unit	Price to wholesaler	Price at wholesale	Retail price
Olive oils:				Per unit
Oberti.....	Case of 12/32 oz. glass.....	\$21.50	\$23.50	\$2.43
Oberti.....	Case of 24/16 oz. glass.....	22.50	24.70	1.23
Benedetto.....	Case of 12/1/2 gal. can.....	41.10	45.20	4.70
Delina.....	Case of 6/1 gal. can.....	23.75	42.00	8.67

9. Section 36 Table 23 is amended by adding a new brand to each of the categories "General Foods" and "Farina" and "Gold Medal" by adding the category "Pillsbury" under the heading "Breakfast cereals" and by adding the category "Gold Medal" and "Pillsbury" under the heading "Flour" all to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per pkg.)
Breakfast cereals:				
General Foods:				
Grape Nuts.....	Carton 24/12 oz. pkg.....	\$3.05	\$4.10	\$0.22
Gold Medal:				
Kix.....	Carton 24/7 oz. ctn.....	3.00	3.20	0.17
Pillsbury:				
Sno Sheen.....	Carton 12/23# pkg.....	3.30	3.60	0.20
Hominy Grits.....	Carton 24/1/2# pkg.....	2.35	2.60	0.14
Farina:				
Pillsbury.....	Carton 18/13# pkg.....	2.85	3.15	0.22
Flour:				
Gold Medal:				
Gold Medal KT Wheat.....	Carton 20/5's O/C.....	6.20	6.65	0.43
Softasilk Wheat.....	Carton 12/44 oz. ctns.....	3.05	3.35	0.23
Pillsbury:				
Best Wheat.....	Cartons 25/2# paper pkg.....	3.40	3.75	0.19
Best Wheat.....	Cartons 10/5# paper pkg.....	3.00	3.20	0.42
Best Wheat.....	Cartons 5/10# paper pkg.....	2.85	3.15	0.81
Best Wheat.....	Cartons 4/25# paper pkg.....	8.55	6.10	1.07
Pancake.....	Cartons 24/1/2# pkg.....	2.60	2.75	0.15
Buckwheat Pancake.....	Cartons 12/1/2# pkg.....	1.80	2.00	0.21

10. Section 47 Table 39 is amended by adding new brands to the categories "Toilet soap" "Soap chips" "Powdered soap" and "Cleanser" and by changing the prices of "Babbitt" and "Palco" cleansers, all to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price
Toilet soap:				Per unit
Casco.....	Case 144/33# oz.....	\$5.05	\$3.55	\$0.05
Camay.....	Case 144/33# oz.....	9.25	10.20	0.09
Palmolive, giant.....	Case 144/33# oz.....	14.50	15.00	0.13
Palmolive, regular.....	Case 144/33# oz.....	9.50	10.20	0.09
Palmolive, popular.....	Case 144/33# oz.....	7.45	7.95	0.07
Cashmere Bouquet, regular.....	Case 144/33# oz.....	11.85	12.55	0.11
Param.....	Case 144/33# oz.....	11.85	12.55	0.11
Soap chips:				
Ivory Flakes.....	Case 60/5 oz.....	5.50	6.05	0.13
Ivory Flakes.....	Case 24/12# oz.....	5.50	6.05	0.32
Powdered soap:				
Perlina.....	Case 120/3 oz.....	3.15	3.45	0.04
Cleanser:				
Babbitt Cleaner (fiber tops and bot- toms).....	Case 48/14 oz.....	2.25	2.50	0.07
Palco.....	Case 48/16 oz.....	2.70	2.95	0.03
Chic.....	Case 48/14 oz.....	2.40	2.65	0.07
Crystal White.....	Case 48/13 oz.....	2.25	2.50	0.07
Farola.....	Case 48/14 oz.....	2.40	2.65	0.07
Octagon.....	Case 48/13 oz.....	2.25	2.50	0.07
Volcanic.....	Case 60/14 oz can.....	4.15	4.50	0.11
Sunshine.....	Case 48/14 oz can.....	2.55	2.80	0.07
Big Boy Polishing powder.....	Case 30/12 oz can.....	3.25	3.50	0.12

1 2 for \$0.25.

2 2 for \$0.13.

2 2 for \$0.15.

This amendment shall become effective as of November 1, 1943.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F.R. Doc. 43-18896; Filed, November 24, 1943;
4:32 p. m.]

PART 1449—CHARCOAL

[MFR 431, Amdt. 5]

CHARCOAL

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 431 is amended in the following respects:

1. Appendix B (a) is amended to read as follows:

APPENDIX B—MAXIMUM PRICES FOR PINE WOOD CHARCOAL

(a) Sales by producers. The maximum prices for sales of pine wood charcoal by producers f. o. b. producer's plant shall be:

- | | |
|--|---------|
| (1) Lump pine wood charcoal: | Per ton |
| (i) Carload or more..... | \$20.00 |
| (ii) Less than carload: | |
| (a) Bulk..... | 24.00 |
| (b) In bags (bags included)..... | 30.00 |
| (2) Granular pine wood charcoal in bags: | |
| (i) Carload or more (bags in-
cluded)..... | 30.20 |
| (ii) Less than carload (bags in-
cluded)..... | 41.00 |

2. Appendix B (c) is amended to read as follows:

(c) Containers. (1) The maximum prices set forth in this Appendix B include bags. The seller may, however, require the buyer to return bags, but where he does so the maximum prices for the contents of such bags as established by this appendix, shall be decreased by an amount equal to the maximum price established by the applicable regulation for used bags of the same kind in good condition, f. o. b. buyer's place of business.

(2) If the seller does not sell the bags he may require a reasonable deposit to insure their return, but such deposit must be refunded to the buyer upon return of the bags in good condition within a reasonable time. Transportation costs with respect to the return of empty bags to the seller shall in all cases be borne by the seller.

This amendment shall become effective November 30, 1943.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F.R. Doc. 43-18897; Filed, November 24, 1943;
4:32 p. m.]

*Copies may be obtained from the Office of Price Administration.

18 F.R. 9628, 11444, 12444, 13059, 13745.

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR, Amdt. 59]

HARD CANDY

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1.25 is added to read as follows:

SEC. 1.25. *Special assortments of domestically manufactured hard candy and all imported hard candy*—(a) *Applicability of this section.* This section applies to all imported hard candy and to special assortments of domestically manufactured hard candy.

Any manufacturer of the special assortments of hard candy, as hereinafter defined, shall elect to use either the prices specified in this section or the prices established by him under § 1499.2 (a) of the General Maximum Price Regulation for sales of the same hard candy manufactured by him.

Any seller of any imported hard candy shall elect to use either the prices specified in this section for such candy or the prices established by such seller under § 1499.2 (a) of the General Maximum Price Regulation for sale of the same imported hard candy sold by him.

If a manufacturer of domestically produced hard candy or seller of imported hard candy elects to maintain prices established by him for such hard candy under § 1499.2 (a) of the General Maximum Price Regulation then his wholesalers and retailers shall maintain or establish their maximum prices for such hard candy under the provisions of § 1499.2 of the General Maximum Price Regulation.

In the event however a manufacturer of domestic hard candy or seller of imported hard candy elects to use a price hereinafter specified in this section then all of his sales of such hard candy and the resulting resales by wholesalers and retailers shall be made at prices not in excess of those specified in the following provisions of this section.

(b) *Maximum prices for imported hard candy.* The maximum prices set forth in Tables A, B, and C of this section for sales to the various classes of purchasers of bulk, 5 lb. and 1 lb. solid hard candy assortments shall be the maximum prices for which any seller pricing under this section may sell any imported hard candy, similarly packed, to the same classes of purchasers, except that where "f. o. b. factory" is used in Table A, "f. o. b. port of entry" shall be used. All sellers pricing imported hard candy under this section, except retailers, shall render an invoice covering each sale, stating thereon in writing, their maximum prices and their purchasers' maximum resale prices.

(c) *Maximum prices for special assortments of domestically manufactured hard candy.* (1) The manufacturer's maximum prices to wholesalers f. o. b.

factory (without freight allowance) for sales of hard candy assortments, as hereinafter defined, shall be as set forth in Table A.

TABLE A

Type	Solid hard candy assortment	Plastic filled hard candy assortment
Bulk sales, per pound.....	\$0.14½	\$0.15½
5 lb. boxes, packed by manufacturer, per pound.....	.16½	.16½
1 lb. bags packed by manufacturer, per pound.....	.18	.19

(2) The manufacturer's maximum prices for sales of these hard candy assortments to any class of purchaser other than wholesalers shall be the price set forth in Table A less the manufacturer's customary differentials as established under the General Maximum Price Regulation for such sales. In no event shall the manufacturer's maximum price for any type of sale exceed the prices specified in Table A.

(3) A wholesaler's maximum delivered prices for sales to retailers of either hard candy assortment, packaged and sold by the manufacturer, shall be as set forth in Table B. Wholesalers shall invoice each sale to retailers, stating on each such invoice the wholesaler's and retailer's respective maximum selling prices.

TABLE B

	Either assortment
Bulk sales, per pound.....	\$0.20½
5 lb. boxes, packed by manufacturer, per pound.....	.21
1 lb. bags, packed by manufacturer, per one dozen bags.....	2.85

(4) The maximum retail price for any sale of either hard candy assortment, packaged and sold by the manufacturer, by any person who purchases directly from the manufacturer for resale to the consumer in stores owned or controlled by such person shall be as set forth in Table C.

TABLE C

	Either assortment
Bulk sales, per pound.....	\$0.25
1 lb. bags, packed by manufacturer, per bag.....	.27

(5) Maximum retail price for any sale of either hard candy assortment, packaged and sold by the manufacturer, by any persons other than those provided for in subparagraph (4) shall be as set forth in Table D.

TABLE D

	Either assortment
Bulk sales, per pound.....	\$0.33
5 lb. boxes, packed by manufacturer, per pound.....	.33
1 lb. bags packed by manufacturer, per bag.....	.35

(d) *Notification to purchasers.* (1) All manufacturers establishing maximum prices for hard candy pursuant to the provisions of this section shall state on each invoice to each purchaser the applicable notice as follows:

To wholesalers:

The Office of Price Administration has established maximum prices for sales of this hard candy. Our billing is in accord with the prices so established. You are authorized to sell and deliver this candy to retailers at prices not in excess of:

Bulk sales, per pound.....	\$0.20½
5 lb. boxes, packed by manufacturer, per pound.....	.21
1 lb. bags, packed by manufacturer, per one dozen bags.....	2.85

(Omit price or prices not applicable to sale)

Wholesalers are required to furnish an invoice with each sale to retailer. Each invoice shall have stated upon it your OPA maximum price and your retailer's OPA maximum price. Retailers' maximum prices for sales of this hard candy purchased from wholesalers shall be as follows:

Bulk sales, per pound.....	\$0.33
5 lb. boxes, packed by manufacturer, per pound.....	.33
1 lb. bags, packed by manufacturer, per bag.....	.35

(Omit price or prices not applicable to sale)

To all other purchasers:

The Office of Price Administration has established maximum prices for sales of this hard candy. Our billing is in accord with the prices so established. You are authorized to sell this candy at retail at prices not in excess of:

Bulk sales, per pound.....	\$0.25
1 lb. bags, packed by the manufacturer, per bag.....	.27

(Omit price not applicable to sale)

(e) *Manufacturing specifications and definitions.* (1) "Hard candy" as used herein is candy of various shapes and sizes averaging not less than 110 pieces per pound. It contains principally sugar, corn syrup, flavoring extracts and U. S. Certified food colors conforming to the following specifications:

(i) The shapes to be of a variety such as: buttercups, hearts, peanuts, pillows, raspberries, shells, straws, waffles, et cetera.

(ii) The sugar content to be not less than 65 percent dry basis. Sugar to meet the requirements of Type 1, Federal Specifications JJJ-S-791, and Amendment 4, dated May 1935.

(iii) The corn syrup shall be confectioners' type of syrup.

(iv) The salt shall meet the requirements of Federal Specification SS-S-31.

(v) The citric acid shall be U. S. P

(vi) The flavoring agents other than liquor chocolate shall be natural or artificial and of the best commercial grade, except that in the case of anise, lemon, lime, orange, and peppermint flavors, true essential oils, likewise of the best commercial grade, shall be used.

(vii) All colors shall be U. S. Certified Food Colors.

(viii) All hard candies sold under this section shall be manufactured in accordance with the best commercial practices and under strictly sanitary conditions.

(2) "Solid hard candy" is hard candy of the same consistency throughout.

(3) "Plastic filled hard candy" is hard candy containing a soft center or filling encased in a hard candy jacket. The candy by weight shall be approximately 25% filling and 75% jacket.

(4) Fillings or centers of the plastic filled hard candy shall include the following: chocolate, confectioner's cream, peanut butter, jelly, also fruit when it is available.

(5) "The solid hard candy assortment" shall contain more than 50% solid hard candy.

*Copies may be obtained from the Office of Price Administration.

(6) "The plastic filled hard candy assortment" shall contain 50% or more plastic filled hard candy the remainder to be solid hard candy.

(7) "Bulk hard candy" is hard candy of either assortment packed by the manufacturer in containers other than 1 lb. bags and 5 lb. boxes.

(8) "Five pound boxes of hard candy" is hard candy of either assortment packaged by the manufacturer 5 pounds net in cardboard boxes with paper liner.

(9) "One pound bags of hard candy" is hard candy of either assortment packaged by the manufacturer 1 pound net in transparent or glassine bags.

(10) "Imported hard candy" as used herein, means all hard candy consisting principally of sugar with or without the addition of flavoring material and coloring matter, regardless of shape, size and number of pieces per pound, manufactured or produced outside the continental limits of the United States, its territories and possessions, and imported into the United States.

This amendment shall become effective as to imported hard candy on the 27th day of December 1943.

This amendment shall become effective in all other respects on the 24th day of November 1943.

(56 Stat. 23, 756; Pub. Laws 151, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 43-18891; Filed, November 24, 1943;
4:33 p. m.]

PART 1499—COMMODITIES AND SERVICES
[Order 8 Under MPR 165, as Amended¹]

PACIFIC LUMBER INSPECTION BUREAU, INC.

Order No. 8 under § 1499.114 (d) of MPR 165, as amended. Services. Order of revocation. Docket No. SO 28-2829.

An opinion accompanying this order has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Order No. 8 (§ 1499.708) under § 1499-114 (d) of MPR 165, as amended, is hereby revoked.

This order of revocation shall become effective December 1, 1943.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 43-18898; Filed, November 24, 1943;
4:31 p. m.]

¹ 7 F.R. 6428, 6966, 8232, 8431, 8798, 8943, 8948, 9197, 9342, 9343, 9785, 9971, 9972, 10480, 10619, 10718, 11010; 8 F.R. 1060, 3324, 4782, 5681, 5755, 5933, 6364, 8506, 8873, 10671, 10939, 11754, 12023.

PART 1499—COMMODITIES AND SERVICES
[Order 30 Under § 1499.29 of GMPR]

DEFENSE SUPPLIES CORPORATION

Order No. 30 under § 1499.29 of the General Maximum Price Regulation, issued June 29, 1943, is hereby revoked pursuant to the terms of Supplementary Order No. 40.

This order shall become effective November 30, 1943.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 43-18899; Filed, November 24, 1943;
4:32 p. m.]

PART 1340—FUEL

[MPR 112, Amdt. 15]

PENNSYLVANIA ANTHRACITE

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 112 is amended in the following respects:

1. Section 1340.200 (a) is amended to read as follows:

(a) The following maximum prices are established for anthracite f. o. b. transportation facilities at the mine, or preparation plant operated as an adjunct of a mine or mines or ground storage facility from which delivery is made:

Size	Price per net ton to and including May 31, 1944	Price per net ton and after June 1, 1944
Domestic:		
Broken, egg, stove and chestnut.....	\$3.00	\$7.70
Pea.....	0.45	6.15
Steam:		
Buckwheat #1.....	4.60	4.50
Rice (buckwheat #2).....	3.85	3.60
Barley (buckwheat #3).....	2.85	2.70
All sizes smaller than barley (buckwheat #3) if sold for fuel or furnace use, or for use in the manufacture of calcium carbide, graphite or activated carbon, including (specifically but not exclusively), Buckwheat #4, River or dredge barley, and smaller sizes.....		
	2.15	2.60

(2) Prepared at Jeddo #7 and Highland #5 breakers of the Jeddo Highland Coal Company, Jeddo, Pennsylvania, and marketed under the trade name "Jeddo Coal," "Highland Coal" or "Hazel Brook Coal".

*Copies may be obtained from the Office of Price Administration.

¹ 8 F.R. 3367.

Size	Price per net ton to and including May 31, 1944	Price per net ton and after June 1, 1944
Domestic:		
Broken, egg, stove and chestnut.....	\$3.25	\$7.95
Pea.....	6.70	6.40
Steam:		
Buckwheat #1.....	5.05	4.75
Rice (buckwheat #2).....	4.60	3.73
Barley (buckwheat #3).....	2.85	2.70

(3) Prepared at the Williamstown breaker of the Franklin-Lykens Coal Company, Ashland, Pennsylvania, and marketed under the trade name "The Only Genuine Franklin Coal of Lykens Valley".

Size	Price per net ton to and including May 31, 1944	Price per net ton and after June 1, 1944
Domestic:		
Broken.....	\$3.75	\$3.40
Egg.....	9.00	8.70
Stove.....	9.25	8.93
Chestnut.....	8.30	8.00
Pea.....	6.45	6.15
Steam:		
Buckwheat #1.....	4.80	4.50
Rice (buckwheat #2).....	3.95	3.70
Barley (buckwheat #3).....	2.85	2.70

(4) Produced by Lehigh Navigation Coal Company, Philadelphia, Pennsylvania, and marketed under the trade name "Old Company's Lehigh Greenwood Premium Anthracite".

Size	Price per net ton to and including May 31, 1944	Price per net ton and after June 1, 1944
Domestic:		
Broken.....	\$3.00	\$7.70
Egg, stove and nut.....	8.25	7.95
Pea.....	6.70	6.40
Steam:		
Buckwheat #1.....	4.80	4.50
Rice (buckwheat #2).....	3.85	3.60
Barley.....	2.85	2.70

2. Section 1340.200 (a) (5) is added to read as follows:

(5) (i) There may be added to the maximum prices established by Order Nos. 1 and 2 issued under § 1340.197 of this regulation a sum not to exceed the following: Broken, egg, stove, chestnut and pea, 70 cents per net ton; Buckwheat #1, 60 cents per net ton; Rice (Buckwheat #2) 50 cents per net ton; Barley (Buckwheat #3) and smaller, 35 cents per net ton.

(ii) On and after June 1, 1944 the maximum prices established under subparagraph (i) of this paragraph (5) shall be reduced by the following

amounts: Broken, egg, stove, chestnut, pea and buckwheat #1, 30 cents per net ton; Rice (buckwheat #2) 25 cents per net ton; Barley (buckwheat #3) and smaller, 16 cents per net ton.

This amendment shall become effective November 24, 1943.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1943.

CHESTER BOWLES,
Administrator

[F. R. Doc. 43-18884; Filed, November 24, 1943;
4:34 p. m.]

TITLE 46—SHIPPING

Chapter II—Coast Guard: Inspection and Navigation

Subchapter O—Regulations Applicable to Certain Vessels and Shipping During Emergency

PART 151—MARINE ENGINEERING, MATERIALS; REGULATIONS DURING EMERGENCY

AMENDMENT TO REGULATIONS AND APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R.S. 4405, 4417a, 4426, 4488, 4491, as amended, 49 Stat. 1028 (46 U.S.C. 375, 391a, 404, 481, 489, 367, 463a) and Executive Order 9083, dated February 28, 1942 (7 F.R. 1609) the following amendment to the inspection and navigation regulations, and approval of miscellaneous items of equipment for the better security of life at sea are prescribed:

Section 151.7 (a) is amended to read as follows:

§ 151.7 *Steel pipe.* (a) Material manufactured according to the specifications of A. S. T. M. Designation A 106-42 T shall be considered as satisfying the requirements for lap-welded, grade A seamless, and grade B seamless steel pipe, as set forth in §§ 51.11-1 to 51.11-9, inclusive, of this chapter: *Provided*, That grade A seamless steel pipe manufactured by the acid-bessemer process shall be limited in use to pressure of not over 350 lbs. per square inch and/or temperatures not exceeding 450° F. and to installations where the pipe will not be bent, coiled, flanged, or otherwise worked cold: *Provided further* That grade B seamless steel pipe made by the acid-bessemer process shall be limited to the same uses as grade A acid-bessemer pipe, except that it may be used for higher pressures and temperatures for such purposes as superheater drains, etc., in sizes of not over 2" nominal pipe size: Both grade A and grade B seamless steel pipe manufactured by the acid-bessemer process may be fabricated by hot-bending, hot-flanging, or otherwise hot worked.

MISCELLANEOUS ITEMS OF EQUIPMENT APPROVED

The following miscellaneous items of equipment for the better security of life at sea are prescribed:

DAVIT

Wellin gravity davit, Type 80-V (General Arrangement Dwg. No. 2649, dated 9 July 1943) (Maximum working load of 6,500 pounds per arm), manufactured by the Wellin Davit & Boat Corp., Perth Amboy, N. J.

EMBARKATION-DEBARKATION LADDER

Embarkation-debarkation ladder (Dwg. No. 241-A, Revised 7 September 1943), submitted by the American Chain Ladder Company, New York, N. Y.

FIRE-RESISTIVE SUBSTANCES

Navy Deck Blue Compound, Type 5, for use in the treatment of cotton drill covers of life preservers, finished by Fairforest Finishing Company, Spartanburg, South Carolina, using compound furnished by the Buckeye Fabric Finishing Co., Coshocton, Ohio.

Nevablaze, for use in the treatment of cotton drill covers of life preservers, finished by Suintex, Inc., New York, N. Y.

De-Oxo-Lin, Type C-G-Rev., for use in the treatment of cotton drill covers of life preservers, manufactured by Misner, Webb and Company, San Francisco, Calif.

LIFE FLOAT

25 person, elliptical fabricated wooden life float (Dwg. No. 100-B, revised 23 September 1943), Model No. 100-B, revised, manufactured by Portland Spar Co., Portland, Oreg.

SKATES OR FENDERS FOR LIFEBOATS

Launching skate for 24'0" lifeboat (Dwg. No. 5L-222-B, dated 9 September 1943), manufactured by Gunderson Bros. Engineering Corp., Portland, Oreg.

R. R. WAESCHE,
Commandant.

NOVEMBER 23, 1943.

[F. R. Doc. 43-18900; Filed, November 25, 1943;
8:50 a. m.]

Notices

CIVIL AERONAUTICS BOARD.

[Docket Nos. 303, 460, 427, 429, 591, 1119, 988, 1080, 1052]

TRANSCONTINENTAL & WESTERN AIR, INC.
ET AL.

NOTICE OF HEARING

In the matter of the applications of Transcontinental & Western Air, Inc., Chicago & Southern Air Lines, Inc., Eastern Air Lines, Inc., American Airlines, Inc., Mid-Continent Airlines, Inc., and United Air Lines Transport Corporation, for certificates and amendments of existing certificates of public convenience and necessity under section 401 of the Civil Aeronautics Act of 1938, as amended.

Notice is hereby given pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of the act, in the above-entitled proceeding, that hearing is assigned for December 13, 1943, at 10:00 a. m. (eastern war time) in Conference Room "B" of the Departmental Auditorium, between 13th and 14th Streets on Constitution Avenue, Washington, D. C., before Examiners Thomas L. Wrenn and Barron Fredericks.

Dated Washington, D. C., November 23, 1943.

By the Civil Aeronautics Board.

[SEAL]

FRED A. TOOMBS,
Secretary.

[F. R. Doc. 43-18909; Filed, November 25, 1943;
10:20 a. m.]

[Docket No. 966]

TRANSCONTINENTAL & WESTERN AIR, INC.

NOTICE OF HEARING

In the matter of the application of Transcontinental & Western Air, Inc., for amendment of certificate of public convenience and necessity under section 401 of the Civil Aeronautics Act of 1938, as amended.

Notice is hereby given pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of the act, in the above-entitled proceeding, that hearing is assigned for December 1, 1943, 10 a. m. (eastern war time) in Conference Room A, Departmental Auditorium, Constitution Avenue between 12th and 14th Streets NW., Washington, D. C., before Examiner Barron Fredericks.

Dated Washington, D. C., November 24, 1943.

By the Civil Aeronautics Board.

[SEAL]

FRED A. TOOMBS,
Secretary.

[F. R. Doc. 43-18910; Filed, November 25, 1943;
10:20 a. m.]

[Docket No. SA-86]

ACCIDENT OCCURRING NEAR NEW ORLEANS,
LA.

NOTICE OF HEARING

In the matter of investigation of accident involving aircraft of United States Registry NC 19968 which occurred near New Orleans, Louisiana, on November 19, 1943.

Notice is hereby given pursuant to the Civil Aeronautics Act of 1938, as amended, particularly section 702 of said Act, in the above-entitled proceeding, that hearing is hereby assigned to be held on the 29th day of November, 1943, at 9:30 a. m. (c. w. t.) in Room 362, Post Office Building, New Orleans, Louisiana.

Dated at Washington, D. C., November 24, 1943.

W. K. ANDREWS,
Presiding Officer

[F. R. Doc. 43-18950; Filed, November 25, 1943;
11:41 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. G-505]

MANUFACTURERS GAS COMPANY

ORDER FIXING DATE OF HEARING

NOVEMBER 23, 1943.

Upon consideration of the application filed November 11, 1943, by Manufacturers Gas Company, a Pennsylvania corporation having its principal place of business at 800 Union Trust Building, Pittsburgh, Pennsylvania, on behalf of

the new, The Manufacturers Light and Heat Company, for a certificate of public convenience and necessity under section 7 of the Natural Gas Act, as amended, authorizing a service and a sale of natural gas to the Keystone Gas Company, Inc., at a point of connection with the facilities of that company on the Pennsylvania-New York State line, for resale by the Keystone Company to ultimate consumers in the Village of Limestone and the Town of Carrollton in New York State;

The Commission orders that:

(A) A public hearing in this proceeding be held commencing on December 8, 1943, at 9:45 a. m. in the Allegheny County Court House, County Court Room No. 6, Fifth Floor, Pittsburgh, Pennsylvania, respecting the matters involved and the issues presented in this proceeding;

(B) Interested State commissions may participate in the hearing, as provided in §67.4 of the Provisional Rules of Practice and Regulations under the Natural Gas Act.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 43-18911; Filed, November 25, 1943;
10:45 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5021]

AMERICAN BUSINESS SURVEY, INC.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 24th day of November A. D. 1943.

In the matter of American Business Survey, Inc., a corporation, and Milton Strauss, alias James P. Wilson and John W. Hawthorne, individually and as President of American Business Survey, Inc.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That John W. Addison, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Monday, December 13, 1943, at ten o'clock in the forenoon of that day (Eastern Standard Time) in Room 505, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By direction of the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 43-18935; Filed, November 25, 1943;
11:20 a. m.]

No. 235—3

[Docket No. 4884]

DAVID JACOBS AND ALLIED NEWS-PHOTO SERVICE CORP.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 24th day of November, A. D. 1943.

In the matter of David Jacobs, an individual, and Allied News-Photo Service Corporation, a corporation; also trading under the names, Allied News Photographic Service, Shelburne Studios, Shelburne Company, Miniature Gallery of New York, and Globe Press-Photo Service.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That John W. Addison, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law.

It is further ordered, That the taking of testimony in this proceeding begin on Thursday, December 16, 1943, at ten o'clock in the forenoon of that day (Eastern Standard Time) in Room 505, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By direction of the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 43-18936; Filed, November 25, 1943;
11:20 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[ODT 6A, Supp. Order 7]

COMMON CARRIERS, GREATER CINCINNATI AREA, OHIO

COORDINATED OPERATIONS

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General ODT 6A,¹ a copy of which plan is attached hereto as Appendix 2,² and

It appearing that the proposed coordination is necessary in order to conserve and providently utilize vital transportation equipment, materials and supplies; and to provide for the continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the persons named in Appendix 1 hereof are directed to put the plan in operation

¹ 8 F.R. 8757.

² Filed as part of the original document.

forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or schedules, or supplements to filed tariffs or schedules, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or schedules, or supplements, to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made to effectuate the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 6A-7" and, unless otherwise directed, should be addressed to the Division of Motor Transport, Office of Defense Transportation, Washington, D. C.

This order shall become effective October 27, 1943, and shall remain in full force

and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 23d day of October 1943.

C. D. YOUNG,
Deputy Director
Office of Defense Transportation.

APPENDIX 1

1. Edward J. Slacke and M. M. Slacke (a co-partnership), doing business as Saylor Park Express Co., 170 Monitor Ave., Saylor Park, Ohio.

2. Luther B. Bennett (an individual), doing business as Bennett Bros. Motor Transportation Co., Cleaves, Ohio.

[F. R. Doc. 43-18944; Filed, November 25, 1943; 11:30 a. m.]

[ODT 6A, Supp. Order 8]

COMMON CARRIERS, NEW YORK, N. Y.

COORDINATED OPERATIONS

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 6A, a copy of which plan is attached hereto as Appendix 2, and

It appearing that the proposed coordination is necessary in order to conserve and providently utilize vital transportation equipment, materials and supplies; and to provide for the continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. The plan for joint action above referred to is hereby approved and the persons named in Appendix 1 hereof are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or schedules, or supplements to filed tariffs or schedules, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or schedules, or supplements, to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations

governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made to effectuate the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 6A-8" and, unless otherwise directed, should be addressed to the Division of Motor Transport, Office of Defense Transportation, Washington, D. C.

This order shall become effective October 27, 1943, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 23d day of October 1943.

C. D. YOUNG,
Deputy Director
Office of Defense Transportation.

APPENDIX 1

1. A. Brown, doing business as Brown Trucking Company, 38 West 22d Street, New York, New York.

2. Chelsea, Trucking Corporation, doing business as Stretcher's Express Company, 18 West 21st Street, New York, New York.

3. S. Newfeld and Nat Feeder, doing business as Meyer's Forwarding Company, 135 West 17th Street, New York, New York.

[F. R. Doc. 43-18945; Filed, November 25, 1943; 11:31 a. m.]

[ODT 6A, Supp. Order 10]

COMMON CARRIERS, AKRON AREA, OHIO

COORDINATED OPERATIONS

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in

Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 6A,¹ a copy of which plan is attached hereto as Appendix 2,² and

It appearing that the proposed coordination is necessary in order to conserve and providently utilize vital transportation equipment, materials and supplies; and to provide for the continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. The plan for joint action above referred to is hereby approved and the persons named in Appendix 1 hereof are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or schedules, or supplements to filed tariffs or schedules, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or schedules, or supplements, to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available

¹ 8 F.R. 8757.

² Filed as part of the original document.

for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made to effectuate the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 6A-10" and, unless otherwise directed, should be addressed to the Division of Motor Transport, Office of Defense Transportation, Washington, D. C.

This order shall become effective October 30, 1943, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 26th day of October 1943.

C. D. YOUNG,
Deputy Director
Office of Defense Transportation.

APPENDIX 1

1. A & B Fast Freight, Inc., 970 Washington St., Akron, Ohio.
2. Akron-Chicago Transportation Co. Inc., 347 W. Thornton St., Akron, Ohio.
3. All States Freight, Inc., 1142 Newton St., Akron, Ohio.
4. Bender & Loudon Motor Freight, 184 E. Buchtel Avenue, Akron, Ohio.
5. Best Motor Lines, 172 N. Case Ave., Akron, Ohio.
6. Caldwell Motor Freight, Inc., 1011 Grant St., Akron, Ohio.
7. Commercial Motor Freight, Inc., 165 N. Case Ave., Akron, Ohio.
8. Dixie-Ohio Express Co., 1031 Sweltzer Ave., Akron, Ohio.
9. Federal Express, Inc., 600 East South St., Akron, Ohio.
10. Freight, Inc., 71 Wigley Ave., Akron, Ohio.
11. Liberty Highway Company, 100 E. Miller Ave., Akron, Ohio.
12. Mayflower Terminals, Inc., 245 Furnace St., Akron, Ohio.
13. Norwalk Truck Line Company, 560 E. South St., Akron, Ohio.
14. W. A. Rayburn, 128 Willard St., Akron, Ohio.
15. Red Star Transit Company, Inc., 871 E. Exchange St., Akron, Ohio.
16. Roadway Express, Inc., 97 E. South St., Akron, Ohio.
17. Roberts Freight Line, 1003 E. Market St., Akron, Ohio.
18. Summit Fast Freight, Inc., 144 N. Union St., Akron, Ohio.
19. Tracy Trucking Company, 426 S. Broadway, Akron, Ohio.
20. Yankee Lines, Inc., 186 Ira Avenue, Akron, Ohio.
21. Firestone Tire & Rubber Company, 1200 Firestone Parkway, Akron, Ohio.
22. The General Tire & Rubber Company, 1703 East Market St., Akron, Ohio.
23. The B. F. Goodrich Company, Akron, Ohio.
24. The Goodyear Tire & Rubber Company, 1144 E. Market St., Akron, Ohio.
25. The Mohawk Rubber Company, 1235 Second Street, Akron, Ohio.
26. Robinson Clay Products Company, Second National Bank Bldg., Akron, Ohio.
27. Seiberling Rubber Company, 345 Fifteenth Street, Akron, Ohio.

[F. R. Doc. 43-18946; Filed, November 25, 1943; 11:31 a. m.]

FLORISTS OF MORRISTOWN, N. J.

RECOMMENDATION OF JOINT ACTION PLAN

Pursuant to a provision of a general order issued by the Office of Defense Transportation for the purpose, among others, of conserving and providently utilizing motor vehicles and vital equipment, materials and supplies, (General Order ODT 17, as amended, 7 F.R. 5678, 7694, 9623; 8 F.R. 8278, 12750, 14582) the florists of Morristown, New Jersey, listed in Appendix A hereto, have filed with the Office of Defense Transportation for approval a joint action plan relating to the transportation and delivery by motor vehicle of flowers and related articles in Morristown and contiguous municipalities.

The participants in the plan propose to reduce motor vehicle operations in the transportation and delivery of flowers and related articles in Morristown, and over specified routes in contiguous municipalities, by pooling their deliveries in such manner that each participant will make deliveries for the several participants on a specified day each week. No participant will operate his motor truck more than one day in each week. No orders will be accepted later than 9 a. m. for delivery the same day. The participants estimate that operation under the plan will result in savings of 25,000 truck-miles a year.

It appearing that effectuation of the proposed joint action plan will accomplish substantial conservation and efficient utilization of vital transportation equipment, materials and supplies, the attainment of which purposes is essential to the successful prosecution of the war, I have approved the plan: *Provided*, That neither this recommendation nor any certificate issued pursuant hereto shall exempt or release any participant in the plan from the requirements of any order of the Office of Defense Transportation now or hereafter in effect. I recommend that the Chairman of the War Production Board find and certify under section 12 of Public Law No. 603, 77th Congress (56 Stat. L. 357) that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with said joint action plan, is requisite to the prosecution of the war.

Issued at Washington, D. C., this 5th day of November 1943.

JOSEPH B. EASTMAN,
Director
Office of Defense Transportation.

APPENDIX A

1. Sorzano Florist, 47 Park Place. By: Anna E. Malizzi.
2. Colonial Florist Shoppe, 47 Pine Street. By: Isabella K. Holmes.
3. David Francis, Madison Avenue. By: David Francis.
4. Paul Rochelle Florist, Mendham Road. By: Paul F. Rochelle.
5. Elliot's Flower Shoppe, 22 Pine Street. By: James M. Lindsey.

[F. R. Doc. 43-18947; Filed, November 25, 1943; 11:32 a. m.]

LAUNDRIES AND DRY CLEANING ESTABLISHMENTS IN GRAND RAPIDS, MICH.

RECOMMENDATION OF JOINT ACTION PLAN

Pursuant to a provision of a general order issued by the Office of Defense Transportation for the purpose, among others, of conserving and providently utilizing motor vehicles and vital equipment, materials and supplies, (General Order ODT 17, as amended, 7 F.R. 5678, 7694, 9623; 8 F.R. 8278, 12750, 14582), the laundries and dry cleaners of Grand Rapids, Michigan, listed in Appendix A hereto, have filed with the Office of Defense Transportation for approval a joint action plan relating to the transportation and delivery by motor vehicle of articles to be laundered or dry cleaned.

The participants in the plan propose to eliminate wasteful operations of motor trucks by limiting the frequency of pick-ups and deliveries of articles to be laundered or dry cleaned. Such articles will not be picked up on Mondays if the order therefor is received later than 11 a. m., nor on any other day if the order therefor is received later than 9 a. m. of the particular day. Articles for which the call is received after 9 a. m. Thursday will not be delivered the same week. Not more than one trip a day will be made over a route, except when the volume of articles to be carried exceeds the capacity of a truck. No special deliveries or call-backs will be made. Trucks will not be used for purposes personal to the operator.

It appearing that effectuation of the proposed joint action plan will accomplish substantial conservation and efficient utilization of vital transportation equipment, materials and supplies, the attainment of which purposes is essential to the successful prosecution of the war, I have approved the plan: *Provided*, That neither this recommendation nor any certificate issued pursuant hereto shall exempt or release any participant in the plan from the requirements of any order of the Office of Defense Transportation now or hereafter in effect. I recommend that the Chairman of the War Production Board find and certify under section 12 of Public Law No. 603, 77th Congress (56 Stat. L. 357) that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with said joint action plan, is requisite to the prosecution of the war.

Issued at Washington, D. C., this 6th day of November 1943.

JOSEPH B. EASTMAN,
Director
Office of Defense Transportation.

APPENDIX A

1. American Laundry & Cleaners, by: John P. Otte.
2. Baxter Launderers & Cleaners, by: Richard Smith.
3. Bradley Laundry & Cleaners, by: Robert F. Crowley.
4. Budde Dry Cleaners, by: H. J. Budde.
5. Cole's Laundry & Cleaners, by: H. W. Cole.
6. Kent Dry Cleaners, by: John J. Medema.
7. Madison Square Laundry, by: El. P. Limber.
8. Parclan Cleaners & Dyers, by: Adrian Spee.

[F. R. Doc. 43-18948; Filed, November 25, 1943; 11:32 a. m.]

ICE DISTRIBUTORS OF OAKLAND, CALIF.

RECOMMENDATION OF JOINT ACTION PLAN

Pursuant to a provision of a general order issued by the Office of Defense Transportation for the purpose, among others, of conserving and providently utilizing motor vehicles and vital equipment, materials, and supplies (General Order ODT 17, as amended, 7, F.R. 5678, 7694, 9623; 8 F.R. 8278, 12750, 14582) Bay-Cities Ice and Cold Storage-Co. and 13 others, named in Appendix 1 hereof, have filed with the Office of Defense Transportation for approval a joint action plan relating to the transportation and delivery of ice by motor vehicle in the cities of Oakland, Emeryville, San Leandro, and Piedmont, California.

The 14 participants, comprising all of the carriers performing ice delivery service in the 4 above-named cities, plan to conserve motor equipment by limiting frequency of deliveries. Not more than one delivery every other day will be made to residences. Deliveries to commercial accounts will not be made more frequently than once every other day, except within a limited area and on designated streets in metropolitan Oakland. No deliveries will be made on Sundays, except to cash and carry boxes, vending machines, hospitals, and armed forces, and for use in railroad cars and steamships. Where routes overlap and a customer requests service from a participant other than the regular supplier, such customer will be served and notified by the driver making delivery that further deliveries should be requested on the delivery dates of the regular supplier. During an extended heat wave the provisions of the plan will be relaxed to the extent necessary to protect public health. The participants estimate that vehicle mileage operated under the proposed plan will be 200,000 miles less than the mileage operated in 1942.

It appearing that the proposed joint action plan is in conformity with General Order ODT 17, as amended, and that the effectuation thereof will accomplish substantial conservation and efficient utilization of motor trucks and vital materials and supplies, the attainment of which purposes is essential to the successful prosecution of the war, I have approved the plan: *Provided*, That neither this recommendation nor any certificate issued pursuant hereto shall exempt or release any participant in the plan from the requirements of any order of the Office of Defense Transportation now or hereafter in effect. I recommend that the Chairman of the War Production Board find and certify under section 12 of Public Law 603, 77th Congress (56 Stat. L. 357) that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with said joint action plan, is requisite to the prosecution of the war.

Issued at Washington, D. C., this 9th day of November 1943.

JOSEPH B. EASTMAN,
Director

Office of Defense Transportation.

APPENDIX 1

1. Bay Cities Ice and Cold Storage Company.
2. Cherry City Ice and Fuel Delivery.
3. Consumers Ice Company.
4. East Bay Ice Delivery.
5. Golden Bear Ice and Fuel Supply Company.
6. Hansen's Ice Delivery Company.
7. Independent Ice Company.
8. Jerry's Ice Delivery Service.
9. Mathew's Ice Center.
10. The Union Ice Company.
11. Andy's Ice Service.
12. Cliff Robbins.
13. R. C. McCole.
14. Albany Ice Delivery.

[F. R. Doc. 43-18949; Filed, November 25, 1943; 11:32 a. m.]

OFFICE OF PRICE ADMINISTRATION.

Regional and District Office Orders.

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under General Order 51 were filed with the Division of the Federal Register on November 22, 1943.

REGION II

Maryland, Order No. 12, filed 4:46 p. m.
Rochester, Order No. 7, Amendment No. 1, filed 4:46 p. m.

REGION III

Cleveland, Order No. F-3, Amendment No. 3, filed 4:45 p. m.
Grand Rapids, Order No. F-1, filed 4:45 p. m.
Iron Mountain, Order No. 1-F, Amendment No. 4, filed 4:47 p. m.
Iron Mountain, Order No. 2-F, Amendment No. 3, filed 4:46 p. m.
Iron Mountain, Order No. 3-F, Amendment No. 3, filed 4:46 p. m.
Iron Mountain, Order No. 4-F, Amendment No. 3, filed 4:48 p. m.
Iron Mountain, Order No. 5-F, Amendment No. 3, filed 4:48 p. m.
Iron Mountain, Order No. 6-F, Amendment No. 2, filed 4:48 p. m.
Iron Mountain, Order No. 7-F, Amendment No. 2, filed 4:47 p. m.
Iron Mountain, Order No. 8-F, Amendment No. 2, filed 4:47 p. m.
Lexington, Order No. 5, Amendment No. 4, filed 4:49 p. m.
Louisville, Order No. 1-F, Amendment No. 5, filed 4:49 p. m.

REGION IV

Jacksonville, Order No. 2-F, filed 4:49 p. m.
Memphis, Order No. 11, filed 4:50 p. m.
Montgomery, Order No. 12, Amendment No. 8, filed 4:49 p. m.
Richmond, Order No. 6, Amendment No. 1, filed 4:46 p. m.
Richmond, Order No. 7, Amendment No. 1, filed 4:46 p. m.
Richmond, Order No. 8, Amendment No. 2, filed 4:46 p. m.
South Carolina, Order No. 1-F, Amendment No. 8, filed 4:45 p. m.

REGION VIII

Los Angeles, San Bernardino-1, Amendment No. 14, filed 4:50 p. m.
Los Angeles, Santa Barbara-1, Amendment No. 12, filed 4:51 p. m.
Los Angeles, Los Angeles-4, Amendment No. 16, filed 4:45 p. m.
Los Angeles, Los Angeles-4, Amendment No. 17, filed 4:51 p. m.

Phoenix, Rev. Order No. 3, Amendment No. 2, filed 4:50 p. m.
Phoenix, Rev. Order No. 4, Amendment No. 8, filed 4:50 p. m.
Phoenix, Order No. 6, Amendment No. 3, filed 4:50 p. m.

Copies of these orders may be obtained from the issuing offices.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 43-18893; Filed, November 24, 1943; 4:31 p. m.]

[Region IV Order G-2 Under MPR 165]

CONTRACT LOGGING SERVICES IN DESIGNATED ALABAMA COUNTIES

Order No. G-2 under § 1499.114 (d) of Maximum Price Regulation No. 165. Adjustment of maximum prices for contract logging services sold by certain sellers.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.114 (d) of Maximum Price Regulation 165, as amended, it is hereby ordered:

(a) *Sellers covered.* The sellers covered by this order shall be all sellers who render contract logging services (including the processing of trees into planks, timbers, boards, props, ties, and wooden mine materials of all kinds) for purchasers operating mines in the following counties in the State of Alabama: Bibb, Blount, Cullman, Etowah, Jefferson, Marion, Shelby, St. Clair, Tuscaloosa, Walker, and Winston. Sellers performing services for purchasers operating mines in these counties shall be covered by the order even though the services are rendered wholly or partially on property belonging to such mine operators located outside of these counties. No other sellers are covered by this order.

(b) *Permitted increase.* On and after the effective date of this order, any seller covered by this order may increase his maximum prices established for the services described in paragraph (a) by an amount which will reflect the actual increased costs resulting from the difference in the wage rates paid by the seller in March, 1942, and present lawful rates, including any increases put into effect under the authority of an amendment to a general order issued by the Fourth Regional War Labor Board on September 16, 1943. Insofar as this amendment is issued by the Fourth Regional War Labor Board is the authority for such wage increase, no seller may take into consideration a wage increase to an amount in excess of 50¢ per hour in computing his maximum price increase under this order.

(c) No purchaser may use any increase in maximum prices authorized by this order as a basis of increasing or applying for an increase in maximum prices of any commodity sold by such purchaser.

(d) *Reports.* Sellers increasing maximum prices under the authority of this order will be required to file a report with the Regional Office of the Office of Price

Administration disclosing their existing maximum prices and their increased maximum prices under this order, together with their method of calculating same. This report shall be filed at such time and upon such form as may subsequently be provided by amendment to this order.

(e) *Lower prices.* Lower prices than those provided herein may be charged.

(f) *Definitions.* Except as provided herein, and unless the context otherwise requires, the definitions as set forth in § 1499.116 of Maximum Price Regulation 165 shall apply to the terms used herein.

(g) Except as otherwise provided herein, all transactions subject to this order shall remain subject to all of the provisions of Maximum Price Regulation 165, together with all amendments, supplemental regulations and orders that heretofore have been, or hereafter may be, issued.

(h) This order may be revoked, amended or corrected at any time.

(i) This order shall become effective October 12, 1943.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871)

Issued October 12, 1943.

ALEXANDER HARRIS,
Regional Administrator

[F. R. Doc. 43-18892; Filed, November 24, 1943;
4:31 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 70-794]

CENTRAL POWER AND LIGHT CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE, AND GRANTING APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 22d day of November, A. D. 1943.

Central Power and Light Company, a direct subsidiary of Central and South West Utilities Company, a registered holding company, and an indirect subsidiary of The Middle West Corporation, also a registered holding company, has filed a declaration pursuant to sections 6 (a) and 7 of the Public Utility Holding Company Act of 1935 and Rule U-50 promulgated thereunder regarding the issue and sale of \$25,000,000 principal amount of first mortgage bonds dated November 1, 1943, and maturing November 1, 1973, for the purpose of redeeming its outstanding 3¾% first mortgage bonds, due August 1, 1969; and has requested that the ten-day period for inviting bids, as provided by Rule U-50, be shortened to a period of six days; and

A public hearing having been held after appropriate notice, and the Commission having considered the record and having made and filed its findings and opinion herein;

It is ordered, That, subject to Commission approval by further order, after the terms of the bond financing have been determined by competitive bidding, said declaration be and hereby is permitted to

become effective, subject to the terms and conditions contained in Rule U-24, and

It is further ordered, That the ten-day period for inviting bids, as provided by Rule U-50 (b), be shortened to a period of six days.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 43-18880; Filed, November 24, 1943;
3:04 p. m.]

[File Nos. 70-798, 70-799]

PUBLIC SERVICE COMPANY OF COLORADO ET AL.

MEMORANDUM OPINION AND SUPPLEMENTAL ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 22d day of November 1943.

In the matter of Public Service Company of Colorado, Cities Service Power & Light Company, File No. 70-798. Cities Service Power & Light Company, File No. 70-799.

Sale of public-utility securities by registered holding company: Declaration pursuant to the provisions of the Public Utility Holding Company Act of 1935 regarding sale by registered holding company of all of the outstanding common stock of subsidiary public-utility company, permitted to become effective, subject, however, to certain conditions and reservations of jurisdiction.

Simplification of holding company system: Requested order entered: Order reciting that proposed transaction is necessary or appropriate to effectuate the provisions of Section 11 (b) of the Act, requested by declarant entered, the Commission so finding.

Appearances: Frueauff, Burns and Ruch of New York City, by Clinton J. Ruch and Lawrence S. Thorne, and Joseph L. Weiner of New York City, for Cities Service Power & Light Company. Myron S. Isaacs, for the Public Utilities Division.

This is a consolidated proceeding involving a joint declaration and application, together with amendments thereto (File No. 70-798) filed under the Public Utility Holding Company Act of 1935 by Cities Service Power & Light Company ("Power & Light") a registered holding company and a subsidiary of Cities Service Company ("Cities Service"), also a registered holding company, and by Public Service Company of Colorado ("Public Service"), a subsidiary company of Power & Light and of Cities Service, and a separate declaration and application (File No. 70-799) and amendments thereto filed by Power & Light. The joint filing sought our approval of a contribution of common stock by Power & Light to Public Service, certain amendments to the Certificate of Incorporation of Public Service, the exchange of Power & Light's holdings of Public Service preferred stock for common stock, the creation by Public Service of a reserve for plant adjust-

ments through reductions in its stock capitalization and surplus, and certain other matters preliminary and incidental to the proposed sale by Power & Light of 875,000 shares (all) of the common stock of Public Service. The separate filing by Power & Light requested exemption of the proposed sale from competitive bidding and our approval of the sale and certain matters incidental thereto.

On November 19, 1943, we issued our findings, opinion and order herein¹ granting the joint application and permitting the joint declaration to become effective, subject to certain conditions, granting the application in the separate filing by Power & Light for exemption from the competitive bidding requirements of Rule U-50, and permitting the declaration of Power & Light to become effective with respect to the proposed sale by Power & Light of the common stock of Public Service, except as to the price, spread and allocation thereof, as to which matters jurisdiction was reserved.

Power & Light has also requested that our order herein include appropriate findings conforming to the requirements of sections 371 and 1808 of the Internal Revenue Code, and has now filed additional data on the proposed sale proposing an offering price to the public of \$25 a share and a spread of \$1.625 a share, which will result in a yield of \$23,375 a share, or \$20,453.125, to Power & Light, less its expenses estimated at \$113,225. A public hearing was held after notice, and having considered the record, we make the following findings with respect thereto.

Our reasons for permitting the proposed sale and for granting the exemption from competitive bidding have been set forth in the findings and opinion referred to above. The price to the public of \$25 per share is 9.31 times Public Service's pro forma earnings applicable to the common stock for the 12 months ended August 31, 1943, and 11.83 times such pro forma earnings less the portion thereof not available for common stock dividends. The spread to the underwriters of \$1.625 per share represents 6.5% of the price to the public. It is to be allocated as follows: \$1.00 to the selling group, \$0.50 for underwriting and \$0.125 as management fees.

Under all the circumstances herein, we find that the price to the public and the spread are within the area of reasonableness.

The expenses estimated to be incurred by Power & Light in connection with the proposed sale and collateral transactions aggregate \$113,225.² The bulk of this amount is attributable to printing expenses, estimated at \$25,000, and counsel fees of Power & Light and Public Service totaling \$60,000. We shall reserve jurisdiction with respect to counsel fees. The other expenses we find not unreasonable, in view of the nature and size of the transactions.

¹Holding Company Act Release No. 4699.

²In addition to the above expenses, all to be borne by Power & Light, Power & Light estimates that expenses of Public Service will aggregate \$3,800, of which \$5,800 is for printing and engraving stock certificates.

As noted in our prior findings and opinion herein, we have ordered Power & Light, pursuant to the integration requirements of section 11 (b) (1) to dispose of its entire interest in Public Service, among other subsidiaries.⁸ The proposed sale is a necessary and appropriate step in enabling the holding company system of Power & Light to conform with section 11 (b)

It is therefore ordered, That said declaration of Power & Light, as amended, be and it is hereby permitted to become effective forthwith, subject to the terms and conditions prescribed in Rule U-24 and to the reservations of jurisdiction set forth below.

It is further ordered, And the Commission specifically finds, that the sale by Power & Light of said 875,000 shares of common stock of Public Service, and the issuance and delivery by Public Service to Power & Light of 201,175 shares of said common stock against the surrender by Power & Light of an equal par amount of preferred stock, are necessary and appropriate to the integration or simplification of the holding company system of which Power & Light is a member, and necessary and appropriate to effectuate the provisions of Section 11 (b) of the Public Utility Holding Company Act of 1935, all in accordance with the meaning and requirements of Sections 371 and 1808 of the Internal Revenue Code, as amended.

It is further ordered, That jurisdiction be and it is hereby reserved with respect to the proposed accounting treatment of said sale on the books of Power & Light, with respect to the proposed disposition of the proceeds of said sale, and with respect to the estimated fees of counsel.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 43-18881; Filed, November 24, 1943;
3:04 p. m.]

[File No. 70-811]

NORTH AMERICAN CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 23d day of November 1943:

The North American Company, a registered holding company, has filed a declaration pursuant to section 12 (d) of the Public Utility Holding Company Act of 1935 and Rules U-43 and U-44 of the General Rules and Regulations promulgated thereunder, regarding a proposal to pay a dividend on its common stock in the common stock of Pacific Gas and Electric Company having a par value of \$25 per share, owned by The North American Company, at the rate of one

share of such stock of Pacific Gas and Electric Company on each one hundred shares of the outstanding common stock of The North American Company. In lieu of certificates for fractions of shares of stock of Pacific Gas and Electric Company, cash will be paid at the rate of 29 cents for each $\frac{1}{100}$ th of a share of such stock of Pacific Gas and Electric Company, this rate being based on the approximate market price of \$29.00 per share as of October 29, 1943, the date the proposed dividend was declared.

Said declaration having been filed on the 2d day of November 1943, and notice of filing having been duly given in the manner and form prescribed by Rule U-23 under said Act and the Commission not having received a request for hearing with respect to said declaration within the period specified in such amended notice, or otherwise, and not having ordered a hearing thereon; and

The Commission finding that the requirements of section 12 (d) and Rules U-43 and U-44 are satisfied and that no adverse findings are necessary thereunder, and deeming it appropriate in the public interest and in the interest of investors and consumers to permit said declaration to become effective;

It is hereby ordered, Pursuant to said Rule U-23 and the applicable provisions of said Act and subject to the terms and conditions prescribed in Rule U-24 that said declaration be and the same is hereby permitted to become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 43-18882; Filed, November 24, 1943;
3:04 p. m.]

SELECTIVE SERVICE SYSTEM.

[Camp Order 125]

UNIVERSITY OF MAINE PROJECT

DESIGNATION FOR CONSCIENTIOUS OBJECTORS

I, Lewis B. Hershey, Director of Selective Service, by virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885, 50 U.S.C., Sup. 301-318, inclusive) E. O. No. 8675, 6 F.R. 831, E.O. No. 9279, 7 F.R. 10177, and the authority vested in me by the Chairman of the War Manpower Commission under Administrative Order No. 26, 7 F.R. 10512, hereby designate the University of Maine Project to be work of national importance, to be known as Civilian Public Service Camp No. 125. Said project, located at Orono, Penobscot County, Maine, and such other experiment stations as may be necessary, will be the base of operations for farm work in the State of Maine, and registrants under the Selective Training and Service Act, who have been classified by their local boards as conscientious objectors to both combatant and noncombatant military service and have been placed in Class IV-E, may be assigned to said project in lieu of their induction for military service.

Men assigned to said University of Maine Project will perform work on dairy and poultry farms and shall be under the technical direction of the College of Agriculture and Agricultural Experiment Stations. The camp, insofar as camp management is concerned, will be under the same institutions. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Service Act and regulations and orders promulgated thereunder. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,
Director

NOVEMBER 22, 1943.

[F. R. Doc. 43-18901; Filed, November 25, 1943;
10:01 a. m.]

WAR PRODUCTION BOARD.

[Certificate 157]

RAYON YARN

APPROVAL OF MEMORANDUM

The ATTORNEY GENERAL.

I submit herewith a memorandum dated November 2, 1943, from the Director of the Textile, Clothing and Leather Division of the War Production Board, proposing that the American Viscose Corporation of Wilmington, Delaware; the Industrial Rayon Corporation of Cleveland, Ohio; E. I. Du Pont de Nemours & Company, Inc., of Wilmington, Delaware; the American Enka Corporation of New York, New York, and the North American Rayon Corporation of New York, New York, be requested to collaborate in the exchange of technical information concerning high tenacity rayon yarn and the development, manufacture and testing thereof.

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357), I approve the proposal described in the memorandum; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with my approval as herein expressed is requisite to the prosecution of the war.

DONALD M. NELSON,
Chairman.

NOVEMBER 11, 1943.

[F. R. Doc. 43-18937; Filed, November 25, 1943;
11:30 a. m.]

[Certificate 179]

COMMON CARRIERS, GREATER CINCINNATI,
OHIO

APPROVAL OF JOINT ACTION PLAN

The ATTORNEY GENERAL.

I submit herewith Supplementary Order ODT 6A-7 issued by the Deputy Director of the Office of Defense Trans-

⁸ *Supra*.

⁸ See Cities Service Power & Light Company et al., Holding Company Act Release No. 4489, Order dated August 17, 1943. Power & Light has appealed from our Order to the Circuit Court of Appeals for the Third Circuit.

portation with respect to coordinating the operations of certain local carriers of property by motor vehicle within an area commonly known as Greater Cincinnati, Ohio.

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357), I approve the order; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with Supplementary Order ODT 6A-7 is requisite to the prosecution of the war.

DONALD M. NELSON,
Chairman.

NOVEMBER 18, 1943.

[F. R. Doc. 43-18938; Filed, November 25, 1943;
11:30 a. m.]

[Certificate 180]

COMMON CARRIERS, NEW YORK, N. Y.

APPROVAL OF JOINT ACTION PLAN

The ATTORNEY GENERAL.

I submit herewith Supplementary Order ODT 6A-8 issued by the Deputy Director of the Office of Defense Transportation with respect to coordinating the operations of Brown Trucking Company and certain other local carriers of property by motor vehicle within the City of New York, New York.¹

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357) I approve the order; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with Supplementary Order ODT 6A-8 is requisite to the prosecution of the war.

DONALD M. NELSON,
Chairman.

NOVEMBER 18, 1943.

[F. R. Doc. 43-18939; Filed, November 25, 1943;
11:30 a. m.]

[Certificate 181]

COMMON CARRIERS, AKRON, OHIO, AREA

APPROVAL OF JOINT ACTION PLAN

The ATTORNEY GENERAL.

I submit herewith Supplementary Order ODT 6A-10 issued by the Deputy Director of the Office of Defense Transportation with respect to coordinating the operations of A & B Fast Freight, Inc. and certain other local carriers of property by motor vehicle within an area comprised of Akron, Barberton and Cuyahoga Falls, Ohio.

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357) I approve the order; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any

¹Supra.

act or thing, by any person in compliance with Supplementary Order ODT 6A-10 is requisite to the prosecution of the war.

DONALD M. NELSON,
Chairman.

NOVEMBER 18, 1943.

[F. R. Doc. 43-18940; Filed, November 25, 1943;
11:31 a. m.]

[Certificate 182]

FLORISTS OF MORRISTOWN, N. J.

APPROVAL OF JOINT ACTION PLAN

The ATTORNEY GENERAL.

I submit herewith a recommendation of the Director of the Office of Defense Transportation concerning a plan for joint action by Sorrano Florist and certain others in the transportation and delivery of flowers and related articles by motor vehicle in Morristown, New Jersey, and contiguous municipalities.¹

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357) I approve the joint action plan described in the recommendation; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with such joint action plan is requisite to the prosecution of the war.

DONALD M. NELSON,
Chairman.

NOVEMBER 18, 1943.

[F. R. Doc. 43-18941; Filed, November 25, 1943;
11:31 a. m.]

[Certificate 183]

LAUNDRIES AND DRY CLEANING ESTABLISHMENTS OF GRAND RAPIDS, MICH.

APPROVAL OF JOINT ACTION PLAN

The ATTORNEY GENERAL.

I submit herewith a recommendation of the Director of the Office of Defense Transportation concerning a plan for joint action by American Laundry & Cleaners and certain others in the pick-up and delivery by motor vehicle of articles to be laundered or dry cleaned in the Grand Rapids, Michigan, area.¹

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357) I approve the joint action plan described in the recommendation; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with such joint action plan is requisite to the prosecution of the war.

DONALD M. NELSON,
Chairman.

NOVEMBER 18, 1943.

[F. R. Doc. 43-18942; Filed, November 25, 1943;
11:32 a. m.]

[Certificate 184]

ICE DISTRIBUTORS OF OAKLAND AREA, CALIF.

APPROVAL OF JOINT ACTION PLAN

The ATTORNEY GENERAL.

I submit herewith a recommendation of the Director of the Office of Defense Transportation concerning a plan for joint action by Bay Cities Ice and Cold Storage Company and certain others in the transportation and delivery of ice by motor vehicle in Oakland, Emeryville, San Leandro, and Piedmont, California.¹

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357) I approved the joint action plan described in the recommendation; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with such joint action plan is requisite to the prosecution of the war.

DONALD M. NELSON,
Chairman.

NOVEMBER 18, 1943.

[F. R. Doc. 43-18943; Filed, November 25, 1943;
11:32 a. m.]

WAR SHIPPING ADMINISTRATION.

VESSEL "LUCINDA CLARK"

DETERMINATION OF OWNERSHIP

Notice of determination of War Shipping Administration with respect to the Vessel "Lucinda Clark," Official Number 236378, pursuant to section 3 (b) of the Act approved March 24, 1943 (Public Law 17, 78th Congress, 1st session)

Notice is given that pursuant to section 3 (b) of the act approved March 24, 1943, Public Law 17, 78th Congress, 1st session, the following determinations have been made:

Whereas on November 19, 1942, the title to the vessel "Lucinda Clark," Official Number 236,378 (including all spare parts appertaining thereto, whether aboard or ashore) was requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended; and

Whereas section 3 (b) of the act approved March 24, 1943 (Public Law 17, 78th Congress, 1st session) provides in part as follows:

(b) The Administrator, War Shipping Administration, may determine at any time prior to the payment in full or deposit in full with the Treasurer of the United States, or the payment or deposit of 75 per centum, of just compensation therefor that the ownership of any vessel (the title to which has been requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended, or the Act of June 6, 1941 (Public Law 101, Seventy-Seventh Congress)), is not required by the United States, and after such determination has been made and notice thereof has been published in the FEDERAL REGISTER, the use rather than the title to such vessel shall be deemed to have been requisitioned for all purposes as of the date of the original taking: *Provided, however,*

That no such determination shall be made with respect to any vessel after the expiration of a period of two months after the date of delivery of such vessel pursuant to title requisition except with the consent of the owner.

and

Whereas just compensation for the said vessel has not been determined by the Administrator, War Shipping Administration, and no part thereof has been paid or deposited with the Treasurer of the United States; and

Whereas the ownership of the said vessel, its spare parts and appurtenances, is not required by the United States; and

Whereas, by mutual agreement between the Administrator, War Shipping

Administration, and the Waterways Transportation, Inc., 611 Olive Street, St. Louis, Missouri, the former owner of said vessel, the former owner has consented to the determination by the Administrator that the use rather than the title of the said vessel, its spare parts and appurtenances, shall be deemed to have been requisitioned as of the date of the original taking thereof, namely November 19, 1942.

Now, therefore, I, Emory S. Land, Administrator, War Shipping Administration, acting pursuant to the above-quoted provision of law, do determine that the ownership of said vessel, its spare parts and appurtenances, is not required by the United States, and that

the requisition of the above-mentioned vessel, its spare parts and appurtenances on November 19, 1942, shall be deemed to have been for all purposes, a requisition of the use rather than of the title to said vessel, its spare parts and appurtenances, as of the date of the original taking thereof, namely November 10, 1942, and such conversion shall become effective from and after the date of publication hereof in the FEDERAL REGISTER.

[SEAL]

E. S. LAND,
Administrator

NOVEMBER 24, 1943.

[F. R. Doc. 43-18912; Filed, November 25, 1943;
10:48 a. m.]